

I N D E X

2014 - 2018

RETAIL MEAT CUTTERS CONTRACT

LOCAL 1546

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION

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RETAIL MEAT CUTTERS CONTRACT

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL 1546

TERM: 8/24/2014 - 8/25/2018, 11:59 P.M.

ARTICLES OF AGREEMENT governing Retail Meat Markets entered into between JEWEL FOOD STORES, INC., hereinafter called the "Employer", and LOCAL 1546, UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION hereinafter sometimes referred to as the "Union", acting as the exclusive collective bargaining agent for all employees covered by this Agreement.

ARTICLE I GENERAL

Section 1.1 Scope of Contract

It is agreed that this Contract shall govern the hours, wages and other conditions of employment of Employer's meat department employees in Retail Meat Markets within the geographical jurisdiction of Local 1546.

Section 1.2 Definitions

(A) Journeymen and Apprentice Hired After 1/7/98

1. Effective 7/26/98, the Employer agrees to a full-time ratio of 30% full time and 70% part-time for the apprentice/journeyman classification. The ratio is calculated on a system wide basis. The ratio will be reviewed on a semi-annual basis (January 1 and July 1). The full-time placement will be pursuant to the job bid process of the Employer. The Company will provide names and locations of newly hired apprentices.
2. All employees hired on or before January 7, 1998, that apply pursuant to a job posting, will be given first preference for an apprentice position with a 90 day trial period. All employees hired on or before January 7, 1998, whose rate is above the 0 - 6 month rate will remain at their rate of pay at time of promotion until they have the required time in the apprentice position to progress to the next rate of pay.
3. All Market Managers and meat cutters hired before January 7, 1998, shall have preference for all meat cutting hours on Sundays and Holidays before apprentices hired or promoted into the classification on or after January 7, 1998.
4. Once an apprentice completes the 84 month wage structure, the employee will become a journeyman meat cutter based on the new hire wage structure. The terms of employment shall continue as provided for apprentices and journeymen hired after January 7, 1998.
5. An apprentice promoted from the new classification to market manager shall receive the current market manager rate of pay in the contract.
6. Work restrictions contained in Section 2.3, Section 4.1(2), Section 4.2 of the contract do not apply to apprentices/journeymen hired into this classification.

(B) Journeyman

After serving the apprenticeship, an employee shall be classified as a journeyman meat cutter and shall be paid the journeyman rate of pay, based on the Apprentice and Journeyman hired after 1/7/98 pay structure.

(C) Head Meat Cutter

The term "Head Meat Cutter" means a journeyman meat cutter who is responsible for the efficient management of the market. Each store will have only one (1) head meat cutter.

If a Head Meatcutter requests to step down to a meatcutter position he will be allowed to do so if an opening exists based on the needs of the business. In the event no qualified candidate bids on the Head Meatcutter position are received, the supervisory duties performed by a Head meatcutter may be performed by persons outside the bargaining unit or the incumbent head meatcutter may be required by the Employer to remain in his head meatcutter position until a replacement head meatcutter is available for placement.

(D) Wrappers

Wrappers may be employed and their duties shall be confined to slicing luncheon meats and sausages; clean-up work in the market; stocking cases; and wrapping, scaling, and pricing. Wrappers are allowed to marinate, assemble, tray and stuff all prepared foods for sale. Wrappers hired on or before 1/7/98 may work in the Seafood Department on a voluntary basis in addition to the rights set forth in Section 1.4 of the Seafood Supplement. Wrappers who are hired after 1/7/98 or promoted to full-time after 1/7/98 may also be assigned to work in the Seafood Department. Their duties shall include all activities assigned to the Seafood Department with the understanding that the Employer may receive into and utilize in such departments, frozen fish items without the requirement that those items be price marked and may receive into and utilize in such departments, fresh fish items without the requirement that those items be cut, prepared, fabricated, etc., priced or packaged on the premises. Seafood Department employees are not required to be craft people, however, they may perform all operations pertaining to fish including the cutting, filleting, packaging, wrapping, pricing, displaying, etc. of either fresh or frozen fish.

No Wrappers shall use knives, saws, grinders, cube machines or other mechanical equipment used in the preparation or processing of fresh meats or poultry other than as specified in this section, with the exception that wrappers may perform all market functions excluding the use of power saws in servicing individual customer requests. Their duties may periodically include supplementing the Service Delicatessen department during high volume periods (Monday-Friday between the hours of 4:00 p.m. and 7:00 p.m.), and weekends between the hours of 12:00 noon and 4:00 p.m., unanticipated absences and breaks to meet the needs of the business. The Company may not utilize this provision as the sole basis upon which to reduce the number of scheduled hours in either the Service Deli or the Meat Department. This specific provision shall terminate for all associates hired before January 16, 2015, upon the expiration of the successor collective bargaining agreement to this agreement, or on August 29, 2020, whichever occurs first. Associates hired on or after January 16, 2015 shall continue to be subject to the above referenced provisions thereafter.

The Company will first utilize all employees in the department before using any employee from the other department. The Company will use only one employee from the other department at a time under these collective agreements. Employees that are working outside of their department (crossover) will not do any production work and will only wait on trade.

Absence: The Company will call all employees not working to fill the shift or offer additional hours to employees currently working. The Company will keep a complete list of all employees that have been called or offered additional hours so that the Union will be able to view the steps taken to resolve the absence.

For proven violations of this provision, the penalties shall be:

1st Offense: Written warning

2nd Offense: Most senior employee not working at the time will receive 4 hours pay at the rate of a top of Scale Part-Time Clerk rate hired after 8/23/2004.

3rd Offense: Most senior employee not working at the time will receive 8 hours pay at the rate of a Top of Scale Part-Time Clerk rate hired after 8/23/2004, and that store will no longer utilize the cross-over provision for a period of 6 months from the date of last violation.

Each offense within this provision shall be removed after 12 months have lapsed from the date of occurrence. If a store uses this provision on the same day and time for three (3) consecutive weeks then that store shall add a minimum of two (2) hours to the schedule for that time frame.

Wrappers who want to transfer to available apprentice positions shall make their desire known to the Employer in writing and they shall be given equal consideration for such vacancies along with other applicants. There shall be no reduction in pay to any wrapper as a result of entering the apprentice program, i.e., wrappers rate of pay shall apply until such time as the apprentice rate exceeds the wrapper rate at which time the apprentice rate shall apply. The wrapper entering the apprenticeship program shall have a ninety (90) day trial period. The trial period shall not jeopardize the employee's former classification or seniority except such wrapper transferred to the apprentice classification will have seniority for the purpose of lay off and recall from the date of such transfer.

Part-time wrappers may be employed on the following basis:

- 1) Part-time wrappers can only be new hires or employees who transfer into that classification from the Delicatessen Department, it being understood that the transfer of an employee from the Delicatessen Department classification to the part-time wrapper classification is optional with the Employer and that any full-time Delicatessen Department employee so transferred would be "red-circled" until such time as the part-time wrapper rate reached the red-circled employees rate of pay.
- 2) When a full-time wrapper is needed in a given store, the Employer will endeavor to fill said position by the employer's job posting and bidding process. The determination of the relative qualification of all applicants is expressly reserved to the Employer.

(F) Clean-Up Personnel

The Employer may employ personnel in the market who will not be subject to the collective bargaining agreement to do clean-up work only.

Section 1.3 Notices

All notices required under this Contract shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail to the offices of Union Local 1546 at 1649 West Adams, Chicago, Illinois 60612, or at 2246 Palmer Drive, Unit 101, Schaumburg, IL 60173 or to the Employer at 150 Pierce Rd., Suite 200, Itasca, IL 60143, or to an employee at his/her home or residence address, or to any subsequent address which the Union, the employee, or the Employer may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is postmarked by a post office of the United States Post Office Department.

Section 1.4 Partial Invalidity

Nothing contained in this agreement is intended to violate any Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be made null and void, the remainder of the Contract shall continue in full force and the parties will immediately begin negotiations to replace the void part with a valid provision.

Section 1.5 Authority of Signing Parties

The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

Section 1.6 Successors and Assigns

This Agreement and the conditions and covenants contained herein shall be binding upon the successors and assigns of the parties hereto and none of the provisions, terms, conditions, covenants, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever.

Section 1.7 Effective Date

Unless the context of a provision indicates otherwise, all provisions of the Contract become effective upon the date of execution of the Contract.

ARTICLE II
RECOGNITION AND JURISDICTION

Section 2.1 Recognition

The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all employees in the meat department of said Employer who process, pack, wrap, handle, price and sell frozen and fresh meats on Employer's premises, and that it will not negotiate with any but the duly elected officers of the Union nor contract with anyone not affiliated with the Union.

Section 2.2 Processing

In retail markets employees covered by this contract shall perform the cutting, preparing, fabricating, handling, pricing and packaging into retail cuts of fresh beef, veal, pork, and lamb, it being understood and agreed, however, that the Employer (in consideration of all of the terms and conditions of this

Agreement) may receive into and utilize within the retail markets prefabricated primal and sub-primal beef cuts as such terms are generally understood within the meat packing and processing industry. It is also understood and agreed that the Employer, in consideration of all of the terms and conditions of this Agreement, may receive into, and utilize within the retail markets prefabricated primal and sub-primal veal, pork and lamb.

Notwithstanding the foregoing, it is further understood and the parties hereby stipulate and agree that the Employer may receive into and utilize within the retail markets Prepackaged Delicatessen items without the requirement that those items be price marked provided that those items have the UPC symbol affixed to the package. Furthermore, the Employer may continue to receive into and utilize within its retail markets fresh fish without the requirement that that product be cut, prepared, fabricated, etc., priced or packaged on the premises, and may continue to receive into and utilize within its retail markets frozen fish items without the requirement that those items be price marked. Furthermore the Employer may receive into and utilize within the retail markets any available market technology as it relates to case and/or counter ready product.

Section 2.3 Job Security

It is the intent of the parties hereto that the utilization of prefabricated product and counter ready product as described herein shall not result or cause the loss of job opportunities for the employees. All full-time employees in the Meat Department, including journeymen meat cutters assigned to the Delicatessen Department, who were on the Employer's payroll as of March 1, 1980, and all full-time and part-time Delicatessen employees, who were on the Employer's payroll as of May 27, 1982, will have for the duration of this Agreement the following:

- (1) Full-time employees will have full-time employment which is defined for the purposes of this Section as forty (40) straight time hours during a regular work week and thirty-two (32) hours during a holiday work week.
- (2) Part-time Delicatessen employees will have part time employment which is defined for the purposes of this Section as sixteen (16) straight time hours during a regular work week.

The Employer shall provide the Union with a list of its employed meat department personnel, journeymen assigned to the Delicatessen Department as of March 1, 1980 and still employed, and Delicatessen Department employees as of May 27, 1982. Such a list shall include the employee's name, job classification, seniority date. Employees temporarily off work due to sick leave, vacation or other approved leave of absence shall be included on the list.

No journeyman in service on or before November 22, 1988, will be laid off or reduced in hours as a result of the utilization of prepriced poultry or as a result of the expanded wrapper duties.

No journeyman, wrapper or service delicatessen employee in service on or before January 7, 1998 will be laid off or reduced in hours as a result of employees being hired into the new apprentice/journeyman classification.

The Employer shall be under no obligation to replace employees protected hereunder if their employment is terminated due to quit, discharge for cause, retirement, death or for any voluntary reason, except however, it is agreed that employees who are on layoff and who have recall rights as of the execution date of this Agreement and protected employees who may be laid off thereafter shall have the right, during the term of this Agreement to be recalled to replace such

terminated employees at the time of termination and returned to protected status.

These job security provisions may change subject to situations not under the control of the Employer, such as, but not limited to, new competition, fire, flood, snow, power failure, proven decline in sales, proven decline in tonnage, labor dispute or unavailability of meat products. The parties agree to discuss any impact of new competition concerning the provisions of this job security section. In the event no agreement can be reached, the issue will be submitted to arbitration in accordance with the provisions of Article XI.

Section 2.4 Hiring Hall

When the Employer needs additional employees it may give the Union equal opportunity with all other sources to provide suitable applicants. Therefore, when openings occur the Employer may first notify the Union that a vacancy exists. The Union shall refer applicants to the Employer from their records of available and qualified members who are seeking employment. The Employer shall give such applicants equal consideration, but shall not necessarily be required to hire those persons referred by this process.

Section 2.5 Total Agreement

It is specifically understood and agreed that the above provisions of this Article II enabling the introduction into and utilization within the retail markets of pre-fabricated primal and sub-primal beef cuts, veal, pork, lamb and mutton are conditioned upon the total agreement of the parties including, but not necessarily limited to, Section 2.2 Processing, Section 2.3 Job Security, and Section 2.4 Hiring Hall.

It is understood and agreed that the Employer and the Union have entered into a total agreement, including concessions and understandings which have altered the prior agreements between the parties. The inclusion of Section 2.2, 2.3 and 2.4 in this collective bargaining agreement has been conditioned upon the resolution of all items bargained with respect to this agreement.

Section 2.6 Sale

In self-service markets, employees covered by this Contract shall have the exclusive jurisdiction over the sale of all fish, poultry, rabbits and meat, whether frozen fresh or fresh, and delicatessen meats, except sliced packaged bacon, sliced packaged Canadian bacon, canned and glassed meats of all kinds and all meats not for human consumption. All product currently being handled by employees covered under this contract will continue to be handled in the future by employees covered under this contract. Effective August 17, 2009, the Employer may add any non-traditional items at any time not covered by Sections 2.1, 2.2, 2.6 during the term of the agreement on a trial basis. Nothing in this section restricts the Employer from utilizing counter ready product or any technology as it relates to the handling and preparation or selling of product.

ARTICLE III **WAGES**

Section 3.1 Wage Rates

A. All Employees will receive up to twenty-four (24) months credit for wage purposes, for prior service as an employee in a store where the department employees were represented by a UFCW Local. All prior service must be shown on the application and must have occurred not more than two (2) years prior to the date of application. This section applies only for the purpose of determining such employee's wage rate.

B. Not less than the following wages shall be paid during the term of this Contract:

See also Lump Sum Payments for eligible employees as stated immediately following below stated Wage Schedules.

* = Part-time top of scale rate throughout the wage table below.

Classification	Effective 2/16/2014	Effective 1/30/2015	Effective 8/30/2015	Effective 8/28/2016	Effective 8/27/2017
Head Meat Cutter	\$23.98	\$23.98**	\$24.33	\$24.33**	\$24.68
Journeyman hired on or before 1/7/98	\$23.255	\$23.255**	\$23.555	\$23.555**	\$23.805
P.T. Journeyman Hired on or before 1/7/98	\$22.755	\$22.755**	\$23.055	\$23.055**	\$23.305

APPRENTICE and JOURNEYMAN HIRED AFTER 1/7/98	Effective 2/16/2014	Effective 1/30/2015	Effective 8/30/2015	Effective 8/28/2016	Effective 8/27/2017
0-6 Months	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
7-12 Months	\$11.40	\$11.40	\$11.40	\$11.40	\$11.40
13-18 Months	\$11.80	\$11.80	\$11.80	\$11.80	\$11.80
19-24 Months	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20
25-36 Months	\$12.60	\$12.60	\$12.60	\$12.60	\$12.60
37-48 Months	\$13.20	\$13.20	\$13.20	\$13.20	\$13.20
49-60 Months	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20
61-72 Months	\$14.45	\$14.45	\$14.45	\$14.45	\$14.45
73-84 Months	\$16.45	\$16.45	\$16.45	\$16.45	\$16.45
Journeyman	\$20.20	\$20.20**	\$20.50	\$20.50**	\$20.75
EMPLOYEES IN SERVICE ON OR BEFORE 10/5/85					
Wrapper, Deli and Fish*	Effective 2/16/2014	Effective 1/30/2015	Effective 8/30/2015	Effective 8/28/2016	Effective 8/27/2017
F.T.: 0-12 months	\$16.155	\$16.155	\$16.155	\$16.155	\$16.155
F.T.: 12-24 months	\$17.055	\$17.055	\$17.055	\$17.055	\$17.055
F.T.: Over 24 months	\$18.905	\$18.905**	\$19.155	\$19.155**	\$19.355
Part-time Wrappers	\$16.05	\$16.05**	\$16.25	\$16.25**	\$16.45

* Full-time fish department employees in service on or before October 5, 1985 shall receive a premium of four dollars (\$4.00) per week.

All wrappers, delicatessen employees and fish department employees hired on or after 10/6/85 through 11/21/88, both Full-Time and Part-Time will be paid as follows:					
Length of Service	Effective 2/16/2014	Effective 1/30/2015	Effective 8/30/2015	Effective 8/28/2016	Effective 8/27/2017
*48-60 months	\$14.90	\$14.90**	\$15.10	\$15.10**	\$15.30
60-72 months	\$15.10	\$15.10	\$15.30	\$15.30	\$15.50
Over 72 months	\$15.90	\$15.90**	\$16.15	\$16.15**	\$16.35
*Part-time employees will not progress beyond this point					

All wrappers, delicatessen employees and fish department employees hired on or after 11/22/88 through 12/10/91, both Full-Time and Part-Time will be paid as follows:					
Length of Service	Effective 2/16/2014	Effective 1/30/2015	Effective 8/30/2015	Effective 8/28/2016	Effective 8/27/2017
*48-60 months	\$14.40	\$14.40**	\$14.60	\$14.60**	\$14.80
60-72 months	\$14.60	\$14.60	\$14.70	\$14.70	\$14.80
Over 72 months	\$15.40	\$15.40**	\$15.65	\$15.65**	\$15.85
*Part-time employees will not progress beyond this point					

		All wrappers, delicatessen employees and fish department employees hired on or after 12/11/91 through 8/26/04, both Full-Time and Part-Time will be paid as follows:				
Length of Service		Effective 2/16/2014	Effective 1/30/2015	Effective 8/30/2015	Effective 8/28/2016	Effective 8/27/2017
*49-60 months		\$12.20	\$12.20**	\$12.40	\$12.40**	\$12.60
61-72 months		\$12.65	\$12.65	\$12.65	\$12.65	\$12.65
73 or more months		\$13.50	\$13.50**	\$13.75	\$13.75**	\$13.95
*Part-time employees will not progress beyond this point						
		All wrappers, delicatessen employees and fish department employees hired on or after 8/27/04 will be paid as follows:				
Length of Service		Effective 2/16/2014	Effective 1/30/2015	Effective 8/30/2015	Effective 8/28/2016	Effective 8/27/2017
0-6 Months		\$8.50	\$8.50	\$8.50	\$8.50	\$8.50
7-12 Months		\$8.80	\$8.80	\$8.80	\$8.80	\$8.80
13-24 Months		\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
25-36 Months		\$9.20	\$9.20	\$9.20	\$9.20	\$9.20
37-48 Months		\$9.50	\$9.50	\$9.50	\$9.50	\$9.50
49-60 Months		\$9.80	\$9.80	\$9.80	\$9.80	\$9.80
61-72 Months		\$10.40	\$10.40	\$10.40	\$10.40	\$10.60
73-84 Months*		\$11.95	\$11.95**	\$12.15	\$12.15**	\$12.35
84-96 Months		\$11.95	\$11.95	\$12.15	\$12.15	\$12.35
97 or more months		\$13.25	\$13.25**	\$13.50	\$13.50**	\$13.70
*Part-time employees will not progress beyond this point						

**Lump sum bonuses for eligible associates (as indicated above by **) at or above the top of the above pay-scale as described below shall be paid as follows:

Head Meat Cutters and Deli Managers:	\$450.00
MITs:	\$350.00
Full time meat cutters:	\$350.00
Part time meat cutters:	\$200.00
Full time deli, meat wrapper and seafood clerks:	\$350.00
Part time deli, meat wrapper and seafood clerks:	\$200.00

The Employer shall pay the Lump Sum Payments, as soon as administratively practicable, but no later than 30 days following January 31, 2015, and no later than 30 days after August 28, 2016.

Lump Sum Payments shall only apply to top of scale and over top of scale associates, who are at or above top of scale on the payroll weeks following January 31, 2015 and August 28, 2016, and who are actively employed at the time of payment.

Wage Rate Increases

Pay Increase effective Sunday, August 30, 2015

For an employee at the top rate of the applicable wage scale and over top of scale for his or her job classification on Saturday, August 29, 2015, the following wage increases shall apply for a top of scale or over top of scale employee whose last increase was six (6) months or longer preceding Saturday, August 29, 2015:

Deli Managers:	\$0.40/hr
Head Meat Cutters:	\$0.35/hr
Journeyman Meat Cutters & MITs:	\$0.30/hr
Full time deli, meat wrapper and seafood clerks:	\$0.25/hr
Part time deli, meat wrapper and seafood clerks:	\$0.20/hr

Pay Increase effective Sunday August 27, 2017:

For an employee at the top rate of the applicable wage scale and over top of scale for his or her job classification on Saturday, August 26, 2017, the following wage increases shall apply for a top of scale or over top of scale employee whose last increase was six (6) months or longer preceding Saturday, August 26, 2017:

Head Meat Cutters and Deli Managers:	\$0.35/hr
Journeyman Meat Cutters & MITs	\$0.25/hr
Full time deli, meat wrapper and seafood clerks:	\$0.20/hr
Part-time deli, meat wrapper and seafood clerks:	\$0.20/hr

Hourly rates may be rounded off to the nearest quarter cent, half-cent or whole cent, depending on the Employer's payroll practice. All employees receiving above the minimum shall not be increased in hours nor decreased in wages or working conditions.

ARTICLE IV
WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 4.1(1) Basic Workday - Employees in Service on or Before 7/20/85

Eight (8) hours shall constitute the basic workday, except as modified by Article V. The scheduled starting time shall be no earlier than 6:00 a.m. and no later than 9 a.m. unless such employees volunteer to work after 6:00 p.m. or are scheduled to work after 6:00 p.m. on Wednesday, Thursday, or Friday night. One-half to one hour shall be allowed for lunch in all markets as scheduled by the Employer whether manned by one or more employees, said lunch hour to begin no earlier than 11:00 a.m. and to end no later than 2:00 p.m., except for part time wrappers whose meal period will be the same as part time delicatessen employees. No employee shall be required to work more than five (5) continuous hours without a lunch period. Employees must be dressed and ready for work at the scheduled starting time.

An employee who is scheduled to start work at 6:00 a.m. shall maintain that starting time for the full week. The 6:00 a.m. starting time shall be rotated among the meat cutters in the market by seniority with the understanding that in the event that any Employer avails itself of the 6:00 a.m. start and no employee wishes to start at that time the employees would be assigned by reverse seniority.

Section 4.1(2) Basic Workday - Full-Time Meatcutters Hired on or After 7/21/85 and on or Before 1/7/98 and Full-Time Wrappers Hired on or After 7/21/85 and Before 10/6/85

(A) Eight (8) hours shall constitute the basic workday except as modified by Article V, which may be scheduled to begin no earlier than 6:00 a.m. and no later than 12:00 noon. Those employees so scheduled shall be paid at their regular straight-time rate of pay for the eight (8) hours of work for which they are scheduled. One-half to one hour shall be allowed for lunch in all markets as scheduled by the Employer whether manned by one or more employees. No employee shall be required to work more than five (5) continuous hours without a lunch period. Employees must be dressed and ready for work at the scheduled starting time.

(B) Sunday shall be part of the workweek for employees hired after 1/7/98. This shall not apply to Journeymen hired under the old rate structure.

- (C) Part-time Meat Cutters hired on or before January 7, 1998: No scheduling restrictions.
- (D) All Meat Cutters and Apprentices hired after January 7, 1998: The Employer may require Meat Cutters hired after January 7, 1998 to be on duty at anytime.
- (E) Part-time Wrappers hired on or before July 20, 1985: Part-time Wrappers who were in service on or before July 20, 1985 shall not be scheduled to work past 10:00 p.m. In the event that part-time wrappers who were in service on or prior to July 20, 1985 work past 10:00 p.m., they must be paid the full-time wrapper rate for hours worked beyond 10:00 p.m.
- (F) All Wrappers hired on or after October 6, 1985: All Wrappers hired on or after October 6, 1985 may be scheduled at anytime.

Section 4.2 Basic Workweek

A) Full-time Workweek for Meat Cutters and Wrappers hired on or before January 7, 1998:

Five (5) basic workdays (40 hours) shall constitute the basic full-time workweek which shall be worked Monday through Saturday, for Meat Cutters and Wrappers hired on or before January 7, 1998. One full day off within the week of Monday through Saturday, inclusive, shall be allowed each employee in each shop. The day off shall be at the Employer's discretion except that it may be rotated or changed in accordance with the mutual agreement of the Employer and its employees.

B) Part-Time Meat Cutters Hired On Or Before January 7, 1998

Part-time meat cutters hired on or before January 7, 1998 shall be scheduled a minimum of four (4) hours per day, a minimum sixteen (16) hours per week and a maximum of thirty (30) hours per week.

C) All Meat Cutters and Apprentices hired after January 7, 1998

Full-time meat cutters and apprentices five (5) basic workdays (40 hours) shall constitute the basic full-time workweek which shall be worked Sunday through Saturday, inclusive.

Part-time meat cutters and apprentices shall be guaranteed a minimum of four (4) hours per day and sixteen (16) hours per week scheduled between Sunday through Saturday.

D) Part-time Wrapper hired on or before January 7, 1998

Part-time wrappers shall be scheduled for a minimum of four (4) hours in any one (1) day and sixteen (16) hours in any one (1) week. Part-time wrappers shall not be scheduled for more than thirty (30) hours in any one (1) week. In the event that they work more than thirty (30) hours per week, they must be paid the full-time wrapper rate for the hours worked in excess of thirty (30).

E) All Wrappers hired after January 7, 1998

Full-time wrappers five (5) basic workdays (40 hours) shall constitute the basic full-time workweek which shall be worked Sunday through Saturday, inclusive. Part-time wrappers shall be guaranteed a minimum of four (4) hours per day and sixteen (16) hours per week scheduled between Sunday through Saturday.

F) Part-Time Employee's Minimum Hours

Part-time employees hired on or after August 27, 2004 shall be scheduled the following minimum hours:

0-30 months of employment: 12 hours per week.

Over 30 months of employment: 24 hours per week provided the employee has open availability 7 days a week without restrictions. If the employee does not have open availability the employee will be scheduled a minimum of 12 hours per week.

Part-time employees hired before August 27, 2004 shall be scheduled the following minimum hours:

- a) 16 hours per week
- b) also, part-time employees hired before August 27, 2004 shall be scheduled 24 hours per week provided the employee is available to work six days per week. An employee whose daily availability starts in the morning each day shall be minimally available up to 7 P.M. each day for the 24 hour per week part-time guarantee to apply. An employee whose daily availability starts in the afternoon each day shall be minimally available up to 1 hour after the department closes to the public each day for the 24 hour per week part-time guarantee to apply. If the part-time employee does not have open availability as stated herein this paragraph, the employee will be scheduled a minimum of 16 hours per week.

To be scheduled a minimum 24 hours per week; an employee must complete and sign the Employer's 24 hour availability form. An employee who withdraws his or her 24 hour availability form may not submit a new form within 12 months of reducing his or her availability.

G) Scheduled Workweek

A regular full-time employee instructed to report for a basic workweek of forty (40) hours and who reports as instructed shall not have his/her hours of work reduced in such week except in the event the Employer's operations cannot begin or continue due to the recommendation of civil authorities, or public or private utilities fail or are unable to supply electricity, water or other such services as required, or the interruption of work is caused by an Act of God such as fire, flood, etc., or due to a labor dispute or any other activity beyond the control of the Employer which interferes with the normal operations of the market. In such event, the employee shall receive pay only for those hours actually worked and shall not be governed by the daily or weekly minimum (hours worked or minimum pay) requirements of this Agreement.

It is further agreed that all part-time employees who report to work as scheduled shall not have his/her hours reduced except due to the conditions set forth above. In the event part-time replacement hours are available such hours shall be offered to part-time employees at work on that day, in order of seniority, provided such work does not result in overtime and provided such employee agrees to work all such offered hours.

Work schedules showing the day off for full-time and part-time employees shall be posted in ink or computer printout by Wednesday 12:00p.m. for all employees to address scheduling or travel issues. Alleged contractual violations regarding scheduling shall be filled by Friday, 12:00 p.m., or be forever waived. Management shall make corrections by Friday 3:00 p.m. and post the final schedule for the following workweek. The schedule shall include Sunday through Sunday and be posted in an area accessible to all employees.

4.3 Four Day Forty Hour Work Week

By mutual agreement between the Employer and Employee, the Employee may volunteer to work a workweek of four (4), ten (10) hour days by seniority and rotation when scheduled by the Employer. The days worked will be determined by the Employer. Any Employee who works a four (4), ten (10) hour day between Monday through Saturday shall receive straight time for hours worked after 6:00 p.m. Employees who agree to work a four (4), ten (10) hour day schedule or a reduced workweek pursuant to the Letter of Understanding "Reduction in Hours"

may be scheduled for Sunday work as part of their regular workweek after volunteers who have requested Sunday work pursuant to Section 5.3.

Overtime shall be paid after ten (10) hours in any one workday when a full-time employee is scheduled ten (10) hour workdays. Overtime will be paid after thirty (30) work hours during a holiday week and all national holidays will be paid as ten (10) hour days when a full-time employee is scheduled three (3), ten (10) hour days during a holiday workweek.

Sundays, for employees hired before August 27, 2004, and Holidays will be paid at time and one half for an employee working a four (4), ten (10) hour day workweek.

If an employee is working a four (4), ten (10) hour day workweek and takes a birthday or sick day, it will be paid at ten (10) hours straight time.

Section 4.4 Overtime and Premium Pay

1) Time and one-half (1-1/2) the employee's straight-time hourly rate shall be paid for all hours worked under the following conditions:

- (a) after eight (8) hours per day at the Employer's discretion
- (b) after forty (40) hours per week if covered by Federal legislation;
- (c) On Sundays for employees hired before August 27, 2004;

Employees hired on or after August 27, 2004 shall not receive time and one half over time for work on Sunday.

Employees hired on or after August 27, 2004 shall receive the following premium for all hours worked on Sundays:

13-24 months of employment:	\$1.00 per Sunday hour;
25-36 months of employment:	\$1.50 per Sunday hour;
37 or more months of employment	\$2.00 per Sunday hour.

- (d) on recognized holidays under the contract if hired before August 23, 2012. \$1.00 per hour worked holiday premium if hired on or after August 23, 2012;
- (e) After thirty-two (32) hours in a holiday workweek for recognized national holidays under the Contract
- (f) Hours worked after 6:00 p.m. on Mondays through Saturdays for full-time Meat Cutters and full-time Wrappers hired before July 20, 1985;
- (g) hours worked after 6:00 p.m. on days preceding holidays for full-time Meat Cutters and Full-time Wrappers hired before July 20, 1985;
- (h) After ten (10) hours in a workday for full-time employees with a four (4) day forty (40) hour workweek.

2) PREMIUM PAY

Fifty cents (\$.50) per hour premium will be paid for all hours worked under the following conditions:

- (a) for part time journeyman meat cutters hired on or before 1/7/98 all hours worked between 11:00 p.m. and 6:00 a.m.
- (b) for wrappers and fish dept employees hired on or after October 6, 1985 for all hours worked between 11:00 p.m. and 6:00 a.m.

- (c) all delicatessen employees for work performed between 12:00 a.m. and 6:00 a.m.
- (d) Pyramiding of overtime and premium hours is prohibited. Overtime and premium hours shall not be paid twice for the same hour worked. Thus, in calculating how overtime due on a weekly basis, any hours for which overtime or premium payable on a daily, Sunday, holiday or other basis, shall be excluded in determining the overtime due, if any, on a weekly basis.

Section 4.5 Sixth Day Guarantee

Any employee called to work on the sixth (6th) day in any regular workweek shall be guaranteed four (4) hours (1/2 day) of work. Reporting time on the sixth (6th) day shall be no earlier than 6:00 a.m. for a full day or morning half day, and no earlier than 1:00 p.m. for an afternoon half day. It is agreed that the Head Meat Cutters and journeymen shall be given preference over apprentices for work on the sixth (6th) full or half day during a regular workweek and on the fifth (5th) full or half day during a holiday week.

Section 4.6 Inventory

Employees shall not take inventory outside of regular working hours.

Section 4.7 Laundry, Tools and Equipment

Laundry, tools and sharpening of tools shall be furnished free of cost by the Employer. The kinds of saws, power saws, conveyors, sealing irons, sealing plates, staplers, recording and printing sealers for weighing, vacuum sealing equipment, packaging equipment and other tools which the Employer may use shall be determined by the Employer.

The Company agrees that each store covered by this Agreement shall have a first aid kit as part of its equipment. Where the Meat Market and Chef's Kitchen are located in separate parts of the store, the Employer agrees that each shop will have a first aid kit as part of its' equipment.

Section 4.8 Rest Periods

Each employee shall have one (1) rest period of fifteen (15) minutes per four (4) hour period each to be taken in the middle of each four (4) hour period.

Section 4.9 Transfers

Transfers of employees shall not be handled in a capricious or arbitrary manner. The Employer may transfer employees to meet the necessities of the business. Where required, transfers will be made on the basis of the following limitations and conditions:

- 1) No employee shall be involuntarily transferred, on a permanent basis, outside of their "seniority area".
- 2) In the event a permanent transfer is required outside of the "seniority area" the Employer will first seek volunteers. If no volunteers apply for a transfer the Employer will make the transfer in accordance with inverse seniority.
- 3) When an employee has reported to a particular store and is transferred to another store the same day, he/she shall be compensated for normal expenses and reasonable travel time.

- 4) In the event of a transfer, no employee will be required to travel for more than one (1) hour from their residence. If an employee moves his residence to a location that increases travel time to his home store the one (1) hour limitation shall not apply.
- 5) An employee desiring a transfer to a store closer to home shall notify the Employer in writing of such desire to transfer to a specific store. In the event of an opening in a specific store, the employee's request will be considered.
- 6) One hour of travel is based on driving to the assigned store using the quickest route under normal conditions, as determined by MapQuest. Road construction or weather conditions are not considered when calculating the travel time.

Any issue regarding travel time will be resolved as follows: 1) any travel time up to forty-five (45) minutes based on MapQuest shall be the controlling factor; 2) any issue regarding excess travel of more than one (1) hour shall be brought to the attention of the Employer and the Union no later than twenty-four (24) hours after the posting of the schedule on Wednesday. All issues shall be resolved by the Employer and the Union no later than the posting of the permanent schedule on Friday. On a daily transfer basis, (temporary) transfers may be made as determined by the Employer between adjacent areas (based on the needs of the business. No employee will be required to travel for more than one (1) hour from their residence. One hour of travel time is based on driving to the assigned store using the quickest route under normal driving conditions.

- 7) The Company will provide to the Union the voice mail numbers of the Market Operations Specialist and the District Managers.

Section 4.10 Loading or Unloading Vehicles

Employees shall not be required to load or unload vehicles other than from the tailgate except in case of emergency. The Union shall be notified in such emergency situations.

Section 4.11 Employer Meetings - Required Attendance

When an employee is required to attend a meeting called by the Employer, he/she shall be paid for all time in attendance at the meeting.

ARTICLE V **MARKET OPERATING HOURS**

Section 5.1 Market Operating Hours - Monday through Friday

The Employer may sell fresh meat and fresh fish after 6:00 p.m. without a member of the bargaining unit on duty. The Employer may sell fresh meat and fresh fish at any time the store is open for business.

A) Full-time Meat Cutters and Full-time Wrappers hired on or before July 20, 1985:

The Employer may require a journeyman Meat Cutter on duty from 6:00 p.m. until 9:00 p.m. Full-time Meat Cutters and full-time Wrappers hired on or prior to July 20, 1985 may volunteer to work up to 9:00 p.m. as part of their basic eight (8) hour work day, Monday through Friday. If there are insufficient volunteers the Employer may schedule by inverse seniority and rotation full-time Meat Cutters and full-time Wrappers hired on or prior to July 20, 1985 on Wednesday, Thursday, and Friday nights only. Hours worked after 6:00 p.m. will count

towards the forty (40) hour workweek and will be paid at time and one-half (1-1/2). The schedule must be posted by noon (12:00 p.m.) on the Wednesday prior to the following workweek.

The starting time for an employee who works from 6:00 p.m. until 9:00 p.m. Monday through Friday will be up to 12:00 p.m. with one-half to one (1) hour for lunch, as scheduled by the Employer, to be taken prior to 6:00 p.m.

B) Full-time Meat Cutters hired on or after July 21, 1985 and on or before January 7, 1998: The Employer may require full-time Meat Cutters hired on or after July 21, 1985 and on or before January 7, 1998 to be on duty until 9:00 p.m. at the employee's regular hourly rate. Their full-time workday may be scheduled to begin no earlier than 6:00 a.m. and no later than 12:00 noon.

C) Part-time Meat Cutters hired on or before January 7, 1998: No scheduling restrictions for work performed after 6:00 p.m.

D) All Meat Cutters and Apprentices hired after January 7, 1998: The Employer may require Meat Cutters and apprentices hired after January 7, 1998 to be on duty at anytime.

E) Part-time Wrapper hired on or before July 20, 1985: Part-time Wrappers who were in service on or before July 20, 1985 shall not be scheduled to work past 10:00 p.m. In the event that part-time wrappers who were in service on or prior to July 20, 1985 work past 10:00 p.m., they must be paid the full-time wrapper rate for hours worked beyond 10:00 p.m.

F) All Wrappers hired on or after October 6, 1985: All Wrappers hired on or after October 6, 1985 may be scheduled at anytime.

Section 5.2 Market Operating Hours - Saturdays & Days Preceding Holidays

The Employer may sell fresh meat and fresh fish after 6:00 p.m. without a member of the bargaining unit on duty. No one in the Meat Department hired prior to July 20, 1985 will be required to be on duty from 6:00 p.m. until 9:00 p.m. on Saturdays or days preceding a holiday. However, work from 6:00 p.m. until 9:00 p.m. on Saturdays and days preceding holidays can be done on a voluntary basis, as part of the basic eight (8) hour work day. Hours worked after 6:00 p.m. shall count towards the 40-hour workweek, but paid at time and one-half (1-1/2). Such voluntary work shall be offered by seniority, classification and rotation for all journeymen in the Meat Department including the Head Meat Cutter. In markets where additional help is required the second and third person can be Wrappers.

Section 5.3 Market Operating Hours - Sundays and Holidays

Except as modified by Article I Section 1.2(C), 1.2(E) and Article IV Section 4.1(2) (A):

The Employer may sell fresh meat and fresh fish at any time on Sundays and holidays without a member of the bargaining unit on duty. However, work on Sundays and holidays can be done on a voluntary basis by full-time Meat Cutters and full-time Wrappers hired on or before January 7, 1998 if requested by the Employer. Employees volunteering for such work shall be guaranteed a minimum of four (4) hours of work. The starting time for such employees shall be no earlier than 6:00 a.m. and no later than 9:00 a.m. Such voluntary work by full-time Meat Cutters and full-time Wrappers hired on or before January 7, 1998 shall be offered by seniority, classification and rotation for all journeymen in the Meat Department including the Head Meat Cutter. If there are insufficient volunteers, the Employer may require no more than one (1) journeyman or full-time wrapper hired on or before January 7, 1998 to work on said Sunday by inverse seniority, by rotation no more than two (2) times per month under the following conditions:

- a) Company will first seek volunteers.
- b) Starting times to remain as in contract.
- c) Outside of regular workweek.
- d) No employee shall be required to work outside their home store.
- e) If no wrappers volunteer for Sunday work then such work shall be mandatory for part-time wrappers only by reverse seniority by rotation.

If an insufficient number of full-time Meat Cutters and full-time Wrappers hired on or before January 7, 1998 volunteer for holiday work, the Employer may schedule such employees by inverse seniority by rotation.

Section 5.4 Part-Time to Full-Time

Any part-time employee who works twelve (12) consecutive weeks at forty (40) hours per week shall be made a full-time employee, provided the employee desires a full-time position and no hours during the twelve (12) consecutive weeks are related to coverage for any leave of absence, or disability of another employee(s).

ARTICLE VI **HOLIDAYS, VACATIONS & OTHER COMPENSABLE ABSENCES**

Section 6.1 Holidays

All employees shall be entitled to the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be celebrated on the day that they are nationally observed except for Christmas Day which shall be celebrated on December 25th.

If the Employer is open on Christmas Day work shall be done on a voluntary basis. No employee may be forced to work on Christmas Day. Employees need to give two (2) weeks advance notice to the Employer of their intent to work on Christmas Day.

Employees who are absent the regularly scheduled workday before, or after, a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

During a holiday week, the employee shall receive a full week's pay for four (4) days of work. If an employee works the fifth (5th) day during a holiday week, he/she shall be paid at time and one-half (1-1/2).

Part-time employees who qualify shall receive holiday pay equal to the product of five percent (5%) of the number of straight time hours worked during the four week accounting period preceding the period in which the holiday falls (including paid used vacation hours) times his/her straight time hourly rate in effect in the week in which the holiday falls. It being further understood that in no event will such employee receive less than four (4) straight time hours of pay.

Section 6.2 Personal Holiday - Employee's Birthday

Regular full-time employees shall be given a day off for their birthday. Part-time employees hired before August 23, 2012 shall receive a day off for their birthday. Part-time employees hired on or after August 23, 2012 shall receive a day off for their birthday which occurs after 1 or more years of continuous service. This day shall be taken on a day mutually acceptable between the employee and Employer within two (2) weeks of the employee's birthday. However, if no agreement can be reached then the employee(s) shall be scheduled off the Monday of the workweek in which the employee's birthday occurs or the Monday in the following workweek as mutually agreed upon by the employee and the Employer.

The full-time employee shall receive eight hours straight-time pay for the day off observed as his/her birthday, or in the event a day off is not scheduled the employee shall receive eight (8) hours straight-time pay in addition to his/her regular pay for all hours worked. Part-time employees who qualify shall receive holiday pay equal to the product of five percent (5%) of the number of straight time hours worked during the four week accounting period preceding the period in which the holiday falls (including paid used vacation hours) times his/her straight time hourly rate in effect in the week in which the holiday falls. It being further understood that in no event will such employee receive less than four (4) straight time hours of pay. Work on the fifth (5th) day of a birthday workweek shall be paid at the applicable straight-time hourly rate for the basic eight (8) hour day. Every eligible employee shall be entitled to one (1) birthday holiday each year.

Section 6.3 Sick Days

All full-time regular employees hired before August 27, 2004 and all part-time hired before August 27, 2004, shall be entitled to four (4) paid sick days within the calendar year, with the understanding that in the event an employee's service is terminated prior to his/her utilizing such sick days, he/she will not be entitled to receive payment for sick days upon his/her termination, except that in the event an employee terminates after July 1, of any calendar year, he/she shall receive pay for two (2) such days if not taken. Part-time employees who qualify shall receive sick pay equal to the product of five percent (5%) of the number of straight time hours worked during the four week accounting period preceding the period in which the sick day occurs (including paid used vacation hours) times his/her straight time hourly rate in effect in the week in which the sick day occurs. It being further understood that in no event will such employee receive less than four (4) straight time hours of pay.

In the event an employee has not taken any sick days within the applicable year, he/she shall receive pay during the month of December for such sick days not taken, and it is further agreed that if an employee changes Employers within the calendar year, such employee shall not be granted sick day consideration in the event he/she availed himself to such sick days with his/her prior Employer.

Employees hired on or after August 27, 2004 shall not earn or receive any sick days.

Section 6.4 Vacations

(A) Length of Vacations

(1) Employees In Service On or Before 10/5/85

Each employee covered by this Contract who was in service on or before 10/5/85 and who qualifies shall be entitled to a vacation with pay for each year of employment in accordance with the following schedule:

<u>NUMBER OF SUCCESSIVE YEARS OF EMPLOYMENT</u>	<u>NUMBER OF WEEKS OF VACATION WITH PAY</u>
1 year	1
2 through 4 years, inclusive	2
5 through 11 years, inclusive	3
12 through 19 years, inclusive	4
20 through 24 years, inclusive	5
25 or more years	6

(2) Employees In Service After 10/5/85

a) Each employee covered by this Contract who was hired after 10/5/85 and who qualifies shall be entitled to a vacation with pay for each year of employment in accordance with the following schedule:

<u>NUMBER OF SUCCESSIVE YEARS OF EMPLOYMENT</u>	<u>NUMBER OF WEEKS OF VACATION WITH PAY</u>
1 year	1
2 through 6 years	2
7 through 14 years.....	3
15 through 19 years.....	4
20 or more years.....	5

(B) Definitions

The term "year of employment" means the period beginning on the date of most recent employment with the Employer (or, after the first year, on the anniversary date of such employment) and ending on the day prior to said date twelve (12) months later.

The term "successive" used in connection with employment means employment uninterrupted by separation from service.

(C) Administration of Vacation Provisions

1. The picking of vacations for the Market Manager, full-time journeymen and full-time Wrappers shall be done by seniority on a cluster basis.

Each employee will pick two (2) weeks in each round. In the event of a need to double up weeks in a cluster group those double weeks may be picked beginning with the first round of picks.

2. Clusters consisting of two (2) or more stores will not exceed sixty-two (62) weeks of vacation. Clusters consisting of two (2) or more stores with fifty-two (52) or more weeks of vacation will not have any weeks blocked out. These restrictions do not apply to a one (1) store cluster.

3. All vacations shall be subject to necessary scheduling by the Employer, who may limit the number of employees who may be on vacation at any one time. Vacation selection shall commence in November and be completed by December 31. If an employee transfers to a different vacation administration grouping after his or her vacation selection group has started to select vacations, the transfer shall not reset vacation scheduling.

4. Vacation schedules shall be posted in all markets by April 1st of each year and a copy furnished to the Union. When a change in a vacation becomes necessary, the Employer and the employee involved shall be given reasonable advance notice of such change.

Notwithstanding the foregoing, it is further understood and the parties hereby stipulate and agree that once an employee has picked his/her vacation it shall become permanent absent agreement by the employee to the contrary.

5. All vacations shall be for calendar weeks. By mutual agreement between the Employer and the Employee, an Employee may use a single vacation day.
6. Whenever a holiday recognized under this contract falls within an employee's vacation period, the employee shall receive an extra day's pay or subsequent day off at the Employer's option.

7. A week's vacation pay for a full-time employee shall be calculated by multiplying forty (40) times the employee's regular straight-time hourly rate for the classification to which he/she is assigned at the time of taking his/her vacation.
8. Part-time employees shall be entitled to a pro rata vacation upon completion of each anniversary year of employment in the amount of 1/52nd of their anniversary year's earnings for each week of vacation entitlement.
9. No employee shall be entitled to more than one vacation for any employment year.
10. An employee who has qualified for his/her first (1st) vacation and who terminates after having worked six (6) months or more since his/her last anniversary date, such employee shall receive pro-rata vacation pay in accordance with the following schedule except where termination of service is due to proven dishonesty, drunkenness, or use or possession or sale of controlled substances.

**COMPLETED MONTHS OF SERVICE SINCE LAST
SERVICE ANNIVERSARY VACATION PAY***

Less than 6 months	None
6 Months	6/12ths
7 Months	7/12ths
8 Months	8/12ths
9 Months	9/12ths
10 Months	10/12ths
11 Months	11/12ths
12 Months	Full Vacation Pay

*Vacation pay shall be calculated on the basis of the vacation to which the employee was entitled at his/her last previous service anniversary.

If an employee has received his/her vacation with pay for such year of employment, he/she shall refund the difference, if any, between the vacation pay paid and the vacation pay to which he/she is entitled under the above schedule. It is understood that it shall not be the obligation of the Union to assist in the collection of such refunds.

A journeyman relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutter.

11. In the event an employee's absence due to illness or injury exceeds ninety (90) calendar days, he/she shall receive a pro-rata vacation for that anniversary year only, consisting of one-twelfth (1/12th) for each month in excess of ninety (90) days. The first 90 days shall be considered as time worked for computing such pro-rata vacation.

Section 6.5 Absences Due to Injuries

Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during the course of his/her employment shall be entitled to a full day's pay for each day lost because of such injuries, but not in excess of four (4) days pay, including pay for the day of the injury, in the first seven (7) calendar days following the accident; provided, however, that the employee shall report upon receipt of the injury to the Employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the Employer shall receive credit for any

payment made under this provision should compensation be awarded by the Industrial Commission of Illinois.

Section 6.6 Funeral Leave

The Employer agrees to pay all employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) days at straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparents, son-in-law, daughter-in-law and grandchildren of the employee. This also includes grandparents, grandchildren, brother and sister of the present spouse, or any relative residing with the employee or with whom the employee is residing.

Section 6.7 Jury Pay

When any full time employee who is covered by this Agreement is summoned for jury service, he/she shall be excused from work for the day on which he/she reports for jury service and/or serves. He/she shall receive for each such day on which he/she so reports and/or serves and on which he/she otherwise would have worked the difference between eight (8) times his/her regular hourly rate of pay and the payment he/she receives for jury service, if any; provided, however, that no payment shall be made under the provisions of this Section to any employee summoned for jury service unless he/she shall have advised the Employer of the receipt by him/her of such jury summons not later than the next regularly scheduled workday after receipt of said summons. Before any payment shall be made to any employee hereunder, he/she shall present to the Employer proof of his/her summons for service, and of the time served and the amount of pay received therefore, if he/she shall have served as juror. The provisions of this Section shall apply only when an employee is summoned for jury duty and shall not apply if an employee volunteers to serve as a juror. When an employee is released for a day or part of a day during any period of jury service, he/she shall report to his/her store for work.

Any full-time employee who reports for jury service for five (5) days, Monday through Friday, shall not be scheduled to work on Saturday during that week. If, however, an employee volunteers to work on Saturday at the request of the Employer, the employee shall receive the appropriate hourly rate of pay for said day, such pay shall not be set off against or deducted from the forty (40) hours jury pay; provided further that hours worked on Saturday shall not be considered as hours in excess of forty (40) hours for overtime purposes.

In no case shall the Employer's obligation for jury pay exceed one (1) panel per calendar year.

Section 6.8 Leave of Absence

Any employee desiring a leave of absence shall make such request in writing to the Personnel Department of the Employer. The Union shall be notified by the Employer when an employee is granted a leave of absence, indicating the date the leave becomes effective and the date it will terminate, as well as the reasons for such granted leave. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.

Section 6.9 Pregnancy Leave of Absence

Leaves of absence shall be granted for pregnancy leaves in accord with applicable laws. Certification in writing of pregnancy shall be made in the written request for leave prior to termination of active work.

Section 6.10 Effect of Leaves on Contract Benefits

Employees on leave will not be entitled to holiday pay, jury pay or funeral pay, nor shall time be counted toward vacation eligibility.

Time spent on leave of absence will not be counted toward wage progression increases.

Section 6.11 Family Illness Leave

The Employer agrees to abide by the leave provisions of the Family Medical Leave Act and its regulations for leaves not to exceed ninety (90) days per year for the employee and the following relatives: spouse, mother, father, son, daughter, (including step-father, step-mother, or step-children when they have lived in an immediate family relationship). The employee shall provide documentation satisfactory to the Company of the existence and nature of the illness and the need for such leave.

Such leave of absence shall not constitute a break in the employee's length of continuous service and the period of such leave shall be included in their length of continuous service. (An employee on such leave will be treated as on layoff for purposes of benefits under the Employer's Health Care Plan. Upon expiration of such leave, the employee shall be reinstated to his/her previous position.

ARTICLE VII **HEALTH AND WELFARE**

Section 7.1 Health and Welfare Fund

Pursuant to provisions contained in a previous Collective Bargaining Agreement, there has been established a Health and Welfare Fund known as the "United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund"; said Fund is hereinafter referred to as the "Health and Welfare Fund."

Section 7.2 Eligible Employee Defined

As used herein, an "eligible employee" is an employee:

1. Who is covered by this Contract;
2. Who has completed a "Qualification Period" as defined below;
3. Who has worked eighty (80) or more hours in a calendar month following the completion of his/her qualification period. (Part-time employees must work twenty-four (24) or more hours in a calendar month following the completion of their qualification period.)

"Qualification Period" means a calendar month in which an employee has worked one hundred twenty-eight (128) hours for his/her Employer. (Forty-eight (48) or more hours for a part-time employee.) Hours worked during an employee's probationary period shall be counted toward completion of his/her Qualification Period. Hours worked during an employee's Qualification Period shall not be counted toward the number of hours worked in a calendar month needed to be considered an "Eligible Employee" for that calendar month.

When an Eligible Employee's seniority has been terminated under this Agreement, that employee shall no longer be an eligible employee until he/she shall have completed another Qualification Period. If an employee has not lost seniority, only eighty (80) hours are required. (Only twenty-four (24) hours are required for part-time employees.)

Section 7.3 Employer Contributions

The Employer shall pay to the Health and Welfare Fund the sum of \$445.00 per month for each eligible employee for any calendar month in which such eligible employee has worked eighty (80) or more hours. (The contribution shall be \$195.00 per month for each eligible part-time employee who has worked twenty-

four (24) or more hours in the calendar month,) until January 1, 2001 when they become \$480.00 for full-time; \$211.00 for part-time. Effective January 1, 2002 \$515.00 for full-time and \$226.00 for part-time. The Employer contribution shall be due on or before the tenth (10th) day of the month following the calendar month in which the work was performed.

Section 7.4 Paid Holidays, Vacations and Compensable Absences

For the purpose of determining the obligation to contribute to the Health and Welfare Fund, paid holidays, vacations and other absences for which wages are paid shall be considered to be time worked, and, for purposes of the hours requirement set forth in this Article, each day of paid vacation, holiday or other absence shall be based on hours compensated.

Section 7.5 Extension of Contributions

An eligible employee who is laid off shall be deemed to have worked eighty (80) hours in the month in which the layoff has occurred and eighty (80) hours in the next following month and an Employer contribution shall be paid for such months in accordance with Section 7.3 of this Article. (An eligible part-time employee who is laid off shall be deemed to have worked 24 hours in the month in which the layoff occurred and 24 hours in the next following month and an Employer contribution shall be paid for such months in accordance with Section 7.3 of this Article.)

An eligible employee who is not working due to an occupational injury incurred while working for the Employer shall be deemed to have worked eighty (80) hours in each of the six (6) calendar months following the month in which the injury was sustained, and Employer contributions shall be paid for such months in accordance with Section 7.3 of this Article. (For part-time employees the employee shall be deemed to have worked twenty-four (24) hours in each of the six (6) calendar months.)

An eligible employee who is not working due to a non-occupational accident or illness shall be deemed to have worked eighty (80) hours in the month in which the injury was sustained or the illness commenced, and eighty (80) hours in the next following month and an employer contribution shall be paid for such month in accordance with Section 7.3 of this Article. (Part-time employees shall be deemed to have worked twenty-four (24) hours in the month in which the injury was sustained or the illness commenced and twenty-four (24) hours in the next following month.)

Section 7.6 Termination of Employer's Plan

Payment by the Employer into the Health and Welfare Fund with respect to any employee shall be in lieu of all Employer established plans or programs, including sickness and accident disability pay, hospital, medical and surgical care, major medical expense and group life and accident insurance, each of which programs shall automatically terminate with respect to such employee effective on the date liability to make such contributions first accrues.

Section 7.7 Termination of Contributions

Contributions on behalf of an eligible employee shall continue until terminated in accordance herewith. Unless otherwise herein provided, contributions shall be discontinued as of the first day of the month following:

- (1) Termination of employment.
- (2) A layoff or leave of absence of thirty (30) calendar days.
- (3) The employee's ceasing to be an Eligible Employee as set forth above.
- (4) Expiration of the period of continued contributions for layoff, occupational injury, non-occupational injury, and illness provided above.

Section 7.8 Employer's Health and Welfare Plan

The Employer will provide to full-time and part-time employees the Employer's standard health care plan (currently the HRA Plan), subject to the terms and conditions stated therein as the same may be modified or amended from time to time by the Employer. Weekly employee contribution rates for the standard HRA medical plan are provided herein. Full-time employees will be eligible to enroll after six (6) months of employment or earlier if required by law. Optional life insurance coverage may be purchased by employee.

The Employer may also provide HMO options, other health care plan options, dental options and vision options as may be modified, amended, changed or discontinued as determined by the Employer. Employee contribution rates (including Healthy Pursuits program rate incentives or rate differentials) for HMO options, other health care plan options, dental options and vision options are determined and set by the employer.

Part-Time Single Coverage

Part-Time employees hired before August 27, 2004.

For all part-time employees hired before August 27, 2004, an eligible employee as defined in the following paragraph may enroll during the enrollment period after the six- (6) month semi-annual employer designated qualifying period.

All part-time employees hired before August 27, 2004 must average fifteen (15) hours paid per week during the six (6) month semi-annual, employer designated qualifying period to receive single health care, disability, and life insurance benefits under the plan.

Part-time Single Coverage

Part-Time employees hired on or after August 27, 2004.

For all part-time employees hired on or after August 27, 2004 the initial waiting period for coverage shall be twenty-four (24) months of continuous employment and employees must average twenty-four (24) hours paid per week as measured by each of the employers semi-annual qualifying periods. The employee can enroll during the enrollment period January 1st or July 1st, in the year the employee is eligible. Thereafter, an eligible employee may enroll during the enrollment period after the six (6) month semi-annual employer designated qualifying periods provided the employee has averaged twenty-four (24) hours of pay during each such six (6) month subsequent qualification period.

Part-Time employees hired on or after January 16, 2015.

For all part-time employees hired on or after January 16, 2015, the initial waiting period for coverage shall be twenty-four (24) months of continuous employment and employees must average twenty-eight (28) hours paid per week as measured by each of the employers semi-annual qualifying periods. The employee can enroll during the enrollment period January 1st or July 1st, in the year the employee is eligible. Thereafter, an eligible employee may enroll during the enrollment period after the six (6) month semi-annual employer designated qualifying periods provided the employee has averaged twenty-eight (28) hours of pay during each such six (6) month subsequent qualification period.

Part-Time Dependent Coverage

Part-Time employees hired on or before November 10, 1994

Part-time employees hired on or before November 10, 1994 and who have dependent coverage as of August 27, 2004 are only required to average 16 hours paid per week during each of the employer's semi annual six month qualifying periods. Such employees will continue to be eligible for dependent coverage provided they average 16 hours paid per week during each of the employer's semi annual six month qualifying periods. Part-time employees hired on or before November 10, 1994 who did not have dependent coverage as of August 27, 2004 will be eligible for dependent coverage if the employee averages twenty-eight (28) hours paid per

week during each of the employer's semi annual six month qualifying periods to receive dependent coverage.

Part-Time Dependent Coverage

Part-time employees hired before August 27, 2004.

Part-time employees hired before August 27, 2004 will be eligible for dependent coverage if the employee averages twenty-eight (28) hours paid per week during each of the Employer's semi annual, six (6) month qualifying periods. The employee will be allowed to enroll during the enrollment period after the employee qualifies.

Part-Time Dependent Coverage

Part-time employees hired on or after August 27, 2004.

Part-time employees hired on or after August 27, 2004 will be eligible for dependent coverage after completion of twenty-four (24) months of continuous employment or as mandated by law. After a part-time employee completes twenty-four (24) months of continuous employment or as mandated by law, the employee must average thirty (30) hours paid per week during each of the Employer's semi annual, six- (6) month qualifying periods to receive dependent coverage. The employee will be allowed to enroll during the enrollment period after the employee qualifies.

Part-Time Initial/Continued Coverage

All part-time employees must meet the hours per week eligibility requirements stated above during subsequent 6 month semi-annual employer qualification periods to continue to be eligible for single health care, dependent health care, disability and life insurance benefits under the Employer's Plan. In the event any law requires part time health care medical coverage before 24 continuous months of service, Basic PPO coverage and/or the Company Bronze plan shall be available to the part time employee, as required by law, provided the employee pays 100% of the Basic PPO Plan cost as determined by the Employer until the 6 month medical benefit plan period following 24 months of employment. Work hours requirements shall continue to apply.

Employee Contribution Rates

The specific rates provided below reflect the Healthy Pursuits program incentive rates for completion of the "Healthy Pursuit" program. Health Plan members who do not timely complete the "Healthy Pursuits" program during the applicable program period(s) shall pay the company's standard non-Healthy Pursuit program rate differential as such employees shall not receive the wellness contribution incentive.

Employees hired before 8/27/2004	Plan Year 2015 (all H.P. rates)	Plan Year 2016 (all H.P. rates)	Plan Year 2017 (all H.P. Rates)	Plan Year 2018 (all H.P. rates)
Employee	17%	18%	19%	20%
Employee+ Spouse	17%	18%	19%	20%
Employee + Child(ren)	17%	18%	19%	20%
Family (spouse+Child/ren)	13%	14%	15%	16%

Employees hired on or after 8/27/2004	Plan 2015	Year (all H.P. rates)	Plan 2016	Year (all H.P. rates)	Plan 2017	Year (all H.P. rates)	Plan 2018	Year (all H.P. rates)
Employee	17%	H.P. rate	18%	H.P. rate	19%	H.P. rate	20%	H.P. rate
Employee+ Spouse	17%	H.P. rate	18%	H.P. rate	19%	H.P. rate	20%	H.P. rate
Employee + Child(ren)	17%	H.P. rate	18%	H.P. rate	19%	H.P. rate	20%	H.P. rate
Family (spouse+Child/ren)	17%	H.P. rate	18%	H.P. rate	19%	H.P. rate	20%	H.P. rate

The standard dental and standard vision plan employee contribution rates shall be 20% for each Plan year.

It is recognized that the stated rates for the HRA Medical Plan and other Employer medical plan options reflect lower employee contribution rates as an incentive to meet the requirements of the Employer's Healthy Pursuits wellness program. The Employer's normal non Healthy Pursuit program rate differential(s), as may be modified by the Company, for employees who do not timely meet the Employer's requirements for participation completion in the Healthy Pursuit program, and subsequent normal Healthy Pursuits program differentials, participation dates and administrative processes.

Employee and spouse plan members shall be offered the opportunity to annually participate in the employer's standard "Healthy Pursuits" programs, on a voluntary basis with applicable standard employee rate differential(s).

The Healthy Pursuits program shall apply for all company available medical plans as determined by the Company.

Employee Contribution rates

Full time and Part time employees, who become eligible for health care coverage and elect health care coverage will pay weekly contributions of current rates (From December 16, 2014 through December 31, 2014); 17% for Plan Year 2015; 18% for Plan year 2016; 19% for plan year 2017; and 20% for Plan Year 2018 for the Employer's standard health care plan (HRA) (single, single plus spouse, single plus child/ren and family). For Full-time and Part time employees hired before August 27, 2004, for the Employer's standard health plan (HRA) family plan eligible participants, the weekly contributions of 13% for plan year 2015; 14% for plan year 2016; 15% for plan year 2017; and 16% for plan year 2018. The "Healthy Pursuits" weekly dollar contribution amounts are determined by the employer. Standard dental/vision plans shall be calculated by the Plan consultant. Alternative plans shall be provided on the basis as provided in Section 7.8 herein. The "Non-Healthy Pursuits" rates shall be the above-referenced calculation, plus the applicable standard employee rate differential.

Flexible Spending Accounts

The Employer will provide to eligible employees at the next available annual enrollment period the Employer's Flexible Spending Account plan(s), as may be modified or terminated by the employer, for eligible dependent child and/or parental elder care on the same basis, as may be modified by the Employer, which is provided to all other active hourly paid Chicagoland Jewel store employees.

Section 7.9 Future Discontinuance of Employer's Plan

An Employer whose employees had hitherto elected to be covered under that Employer's Health and Welfare Plan may discontinue the coverage of such

employees under such Plan upon giving written notice to the Union of the Employer's intention, designating in said notice the proposed termination date And agreeing to make contributions on behalf of such employees to the Health and Welfare Fund. Upon approval by the Trustees of the Health and Welfare Fund, coverage under such Fund shall become effective for such employees on the date proposed by the Employer if it shall be subsequent to the approval by the Trustees and, if not, on the first day of the month following the Trustees' approval. Except for liabilities accrued up to the effective date of the change over, all further obligations of the Employer with respect to the Employer's Health and Welfare Plan shall terminate.

Section 7.10 Trust Agreement

The Employer adopts and agrees to be bound by all of the terms and provisions of the Agreement and Declaration of Trust creating the United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund, as the same may be amended from time to time (the "Trust Agreement"), as fully as if the Employer was an original party thereto, a copy of which Trust Agreement has been made available to the Employer. The Employer hereby designates as its representatives on the Board of Trustees of the Fund, the Employer Trustees serving at the time of the execution of this Agreement, together with their successors selected in the manner provided in the Trust Agreement. The Employer agrees to be bound by all actions taken by said Trustees pursuant to the powers granted to them by the Trust Agreement.

Section 7.11 Payroll Audits

The Employer agrees to make available to the Trustees or their designee during normal business hours, all payroll records and other employment records necessary to ascertain that their contributions required under this Agreement have been paid correctly and in full.

Section 7.12 Trustees' Limitations

Nothing in this Agreement shall authorize the Board of Trustees to increase the amount of contributions required to be paid by the Employers pursuant to this Agreement, to extend the period for which the contributions shall be made or to authorize the Board of Trustees to bind the Employer in any manner inconsistent with the terms of this Agreement or the Trust Agreement.

Section 7.13 Termination of Participation

If for any reason, the Employer's participation in the Health and Welfare Fund fails to commence or, having commenced, is terminated, then the Employers shall pay the contributions herein required to qualified health and welfare plan upon which the Employer and the Union shall agree, or, in the event the agreement is not reached, the disposition of such payments shall be determined in accordance with the grievance procedures contained in this Agreement.

ARTICLE VIII **PENSION**

Section 8.1 Pension Fund

By agreement with Employers, the International Union which this Local Union is affiliated has established a Pension Fund designated as the United Food & Commercial Workers International Union - Industry Pension Fund (the "Pension Fund").

Section 8.2 Employer's Contributions and Definition of Eligible Employee Pension

For each employee who is covered by this Agreement who has completed his/her probationary period and who is customarily engaged to work forty (40) hours per week or more on a regular basis (hereinafter called "an Eligible Employee"):

Full-time employees hired prior to, on or after August 17, 2009 and first participating prior to September 1, 2005 rate will be:

a)effective for applicable September 2012 hours (payable in October 2012) for such Full-time employees, the rate increases to Two hundred and four dollars and five cents (\$204.05) per month.

b)Effective for applicable December 2014 hours (payable in January 2015) for such Full-time employees, the rate increases to Three Hundred Twelve dollars and Sixty Five cents (\$312.65) per month.

Full-time employees hired on or after August 17, 2009 and first participating on or after September 1, 2005; or Part-time employees first participating on or after September 1, 2005 and who are promoted to Full-time rate will be:

a)effective for applicable September 2012 hours (payable in October 2012) for such Full-time employees, the rate increases to Two hundred and four dollars and five cents (\$204.05) per month.

b)Effective for applicable December 2014 hours (payable in January 2015) for such Full-time employees, the rate increases to Two Hundred Ninety Three dollars and Sixteen cents (\$293.16) per month.

Full-time employees hired before August 17, 2009 and first participating on or after September 1, 2005 rate will be:

a)effective for applicable September 2012 hours (payable in October 2012) for such Full-time employees, the rate increases to Two hundred and eighteen dollars and fifty cents (\$218.50) per month.

b)Effective for applicable December 2014 hours (payable in January 2015) for such Full-time employees, the rate increases to Three Hundred Thirteen dollars and Ninety Five cents (\$313.95) per month.

Above contributions during each calendar month provided the eligible employee worked 128 hours in the preceding month in which the payment is due. For the purpose of determining the obligation to contribute in addition to wages, all paid holidays, vacations and other absences for which full wages are paid, shall be deemed to be time worked. Rates include 10% Supplemental company contribution amounts.

The Employer shall contribute to the pension fund on behalf of all part-time employees with one or more years of service:

Part-time employees hired on or after August 17, 2009 and first participating after September 1, 2005, the rate will be:

a)effective September 2012 hours (payable in October 2012) for all such Part-time employees, the rate will increase to forty-eight dollars and twenty five cents (\$48.25) per month.

b)Effective for applicable December 2014 hours (payable in January 2015) for such Part-time employees, the rate increases to Sixty Nine dollars and Sixty Five cents (\$69.65) per month.

Part-time employees hired prior to August 17, 2009 and first participating on or after September 1, 2005, the rate will be:

a)effective September 2012 hours (payable in October 2012) for all such Part-time employees, the rate will increase to fifty one dollars and sixty cents (\$51.60) per month during each calendar month.

b)Effective for applicable December 2014 hours (payable in January 2015) for such Part-time employees, the rate increases to Seventy Four dollars and Twenty cents (\$74.20)per month.

Part time employees hired prior to, on or after August 17, 2009 and first participating prior to September 1, 2005, upon becoming eligible, contribution rates will be:

a)effective September 2012 hours (payable in October 2012) for all such Part-time employees, the rate will increase to forty-eight dollars and twenty five cents (\$48.25) per month.

b)Effective for applicable December 2014 hours (payable in January 2015) for such Part-time employees, the rate increases to Seventy Three dollars and Eighty Nine cents (\$73.89) per month.

Above part time contributions provided the eligible employee worked twelve (12) hours average per week in the preceding month in which the payment is due. For the purpose of determining the obligation to contribute in addition to wages, all paid holidays, vacations, and other absences for which full wages are paid shall be deemed to be time worked. Rates include 10% Supplemental company contribution amounts.

	Current Monthly Rate	Increase in 12/2014 (payable in January 2015)
Full-time rate	\$204.05	\$293.16 or \$312.65*
Full-time rate	\$218.50	\$313.95
Part-time rate	\$48.25	\$69.65 or \$73.89*
Part-time rate	\$51.60	\$74.20

* = Contribution rates are dependent upon both hire dates and dates of first participation.

When a part-time employee moves to full-time status, the employer shall pay the full-time contribution rate upon the completion of the initial eligibility rule requirement for full-time contributions (128 hours worked in a calendar month). The part-time contribution rate shall continue to be paid during the qualification period

Both full-time and part-time employees hired after January 7, 1998 will be eligible to make personal deposits to the Company's 401(k) program, but they will not receive Company contributions. Eligibility shall continue to be pursuant to the Company's 401(k) plan provisions. Eligible employees hired on/before January 7, 1998 shall continue to be able to make personal deposits to the Company's 401k plan subject to company determined contribution "offsets" related to company contributions to the Pension Fund.

The Employer shall contribute to the Pension Fund on behalf of said eligible employees on or before the tenth (10th) day of the month following the month in which the work determining the contribution was performed. Payment shall be made at such location as the Trustees of the Pension Fund shall from time-to-time designate. For any eligible employee first coming under this Agreement or hired after the date for which contributions were first payable to the Pension Fund by the Employer pursuant to this or a prior collective bargaining agreement, contributions shall be paid on account of work performed on and after the first day of the calendar month after such employee has been on the Employer's payroll for thirty (30) days if full time or after the first day of the calendar month after 12 continuous months if part time.

Section 8.3 Commencement of Contributions

The commencement of contributions to the Pension Fund is contingent upon acceptance of the employees covered hereunder in the Pension Fund. The Employer shall make contributions provided in this Agreement upon receiving written notice of the Trustees' acceptance. Thereafter, this Agreement shall remain in effect during the term set forth in Article XIV hereof and any extensions, renewals or modifications thereof and the terms hereof shall not be amended without the express written consent of the Trustees of the Pension Fund, the Local Union, and the Employer, provided, however, that nothing herein contained shall limit the right of the Trustees to terminate participation of the employees covered hereunder in the Pension Fund on account of the Employer's failure to make contributions or as otherwise provided in the Trust Agreement or Pension Plan, and, further provided, that nothing herein contained shall limit the right of the Employer and the Local Union to terminate participation in the Pension Fund, subject to the terms of the then existing Trust Agreement and Pension Plan.

Section 8.4 Termination of Contributions

Contributions to the Pension Fund shall be discontinued as of the first of the month following:

- a) Termination of employment
- b) A lay-off or leave of absence of thirty (30) calendar days or more. The first thirty (30) calendar days shall be considered time worked for the purpose of contributions. Contributions shall be discontinued as of the first of the month after the 30 day period expires.
- c) The employee's ceasing to be an eligible employee due to his/her failure to work:
 - 1: Full-time employees - this requires eight consecutive weeks in which the employee failed to work 32 hours or more per week.
 2. Part-time employees - this requires eight consecutive weeks in which the employee failed to work 8 hours or more per week.

Section 8.5 Total Hours Worked

For the purpose of determining the obligation to contribute to the Pension Fund, paid holidays, vacation and other absences for which wages are paid shall be considered to be time worked.

Section 8.6 Employer's Rights

The obligation to pay contributions to the Pension Fund shall in no way affect any right to discharge an employee granted the Employer under this Agreement.

Section 8.7 Benefit Level

Employer contributions to the Pension Fund shall be used to provide retirement benefits for Eligible Employees in accordance with the Pension Plan adopted from time to time by the Trustees of said Pension Fund (the "Trustees").

Section 8.8 Trustees' Remedies

The Employer's obligation hereunder to contribute to the Pension Fund shall not be subject to any implied bargaining agreement.

In addition to any other remedy which may otherwise be available to them, the Trustees of the Pension Fund shall have the right to sue in any court of competent jurisdiction to secure the payment of any moneys due hereunder without the necessity of first utilizing any other remedy, provided, however, that if the Employer's obligation to contribute is contingent upon the resolution of an existing dispute between the Employer, Union, or employee, which is the subject of a grievance or arbitration pursuant to Article XI hereof, the right of the Trustees to sue shall be stayed until the grievance and/or arbitration procedure is exhausted, but not more than 190 days after the Trustees' initial demand for the Employer's contribution. The Trustees shall be bound by the final

disposition of the grievance or the findings of the arbitrator in determining the Employer's obligation to contribute hereunder.

Section 8.9 Trust Agreement

The Employer adopts and agrees to be bound by all of the terms and provisions of the United Food and Commercial Workers International Union-Industry Pension Fund Agreement and Declaration of Trust, as amended from time to time, (the "Trust Agreement") as fully as if the Employer was an original party thereto, a copy of which Trust Agreement the Employer has received. The Employer hereby designates as its representatives on the Board of Trustees of the Fund, the Employer Trustees named in said Trust Agreement, together with their successors selected in the manner provided therein. The Employer agrees to be bound by all actions taken by said Trustees pursuant to the powers granted them by the Trust Agreement.

Section 8.10 Trustees' Limitations

Nothing in this Agreement shall authorize the Board of Trustees to increase the amount of contributions required to be paid by the Employers pursuant to this Agreement, to extend the period for which the contributions shall be made or to authorize the Board of Trustees to bind the Employer in any manner inconsistent with the terms of this Agreement or the Trust Agreement.

Section 8.11 Compliance With Law

The Agreement and Declaration of Trust herein provided for shall comply in all respects with the applicable provisions of the Labor Management Relations Act of 1947 as amended and also with Section 7(e)(4) of the Fair Labor Standards Act as amended so that with respect to the latter, the contributions herein provided for shall qualify as exclusions from the regular rate of pay. Said trust shall also comply with all applicable provisions of the Internal Revenue Code of 1954 as amended and the regulations issued thereunder, so that the trust shall constitute a qualified trust under the provisions of Section 401(a), the Employer's contributions to the Pension Fund shall be deductible under Section 404(a), and the Pension Fund shall be exempt from taxation under Section 501(a) of the Internal Revenue Code.

Section 8.12 Trustees' Acceptance

The Trustees' acceptance for participation in the Pension Fund of the employees covered hereunder shall be limited only to categories of employment covered hereunder at the time application for such acceptance occurs and the admission of any other category of employment to participation in the Pension Fund shall require specific acceptance by the Trustees.

ARTICLE IX **UNION-MANAGEMENT RELATIONS**

Section 9.1 Union Employees

The Union, if requested, will furnish people, insofar as they are available, who will work to the best interest of the Employer in every way, just and lawful, who will give honest and diligent service to patrons of the Employer's establishment, and who will do everything within their power for the uplifting of the meat industry.

Section 9.2 Union Shop

It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the date on which this agreement is signed shall remain members in good standing and those who are not members on the date which this agreement is signed shall, on the thirty-first (31st) day following the date on which this agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after the date on which this agreement is signed, shall, on the thirty-

first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

Section 9.3 Business Representatives

Union Business Representatives shall be admitted to the Employer's market premises during the hours the store is open for the purpose of ascertaining whether or not this Agreement is being observed and for collecting dues. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of Employer's business. Business Representatives shall comply with all health and safety related legal requirements while on the Company's premises. Business representatives shall have full authority to request the immediate discharge of any employee who has voluntarily agreed with his/her Employer to receive wages below the wage scale fixed herein.

Section 9.4 Discharge

During an employee's probationary period, that is, during his/her first thirty (30) days of employment, an employee may be discharged for any reason at the sole discretion of the Employer. After an employee has completed the probationary period, such employee shall not be discharged or otherwise disciplined without just cause. Drunkenness, dishonesty, incompetency, incivility or use or possession or sale of controlled substances will be sufficient cause for dismissal.

Section 9.5 Display of Contract and Union Shop Cards

This agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the Employer to prominently display Union Shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

The Company shall provide a space in the breakroom for the Union to put up a bulletin board.

Section 9.6 Concessions to Other Employers

The Union agrees that during the term of this agreement it will not enter into a contract with any other employer which grants to such other employer the right to operate self-service markets for lesser wages or longer hours or any other conditions of employment or market operation most favorable to such other employer than those contained in this Contract except upon the condition that this Employer shall receive the benefit of any more favorable terms granted to such other employer.

It is understood and the parties hereby stipulate and agree that this provision does not apply with respect to any Employer not under contract with the Union or whose employees are not represented by the Union on the date of ratification of this Agreement, provided further that this exception is only applicable for the duration of this Agreement. The Employer agrees that this clause will not be invokable until the last day of the contract.

Section 9.7 Checkoff

The Employer shall for the term of this Agreement deduct initiation fees and Union dues from the pay each month of employees who are members of the Union and who individually certify in writing authorization for such deductions.

The authorization for such deduction may be revoked by the employee upon giving thirty (30) days written notice to the Employer and the Union. The Employer shall remit all sums deducted in this manner to the Union by the tenth (10th) day of the following month.

Section 9.8 Active Ballot Club Checkoff

The Employer agrees to deduct contributions in an amount designated by the employee from the paychecks of those employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amount so deducted to the Union. Said deduction authorizations shall be in such form as to conform with all governing Federal and State law applicable to political action committees.

Section 9.9 Americans with Disabilities Act

The Employer will abide with the Americans with Disabilities Act.

Section 9.10 Free Work Prohibition

It is intended that there will be no free time worked off the clock under this agreement. Any employee found by the employer or the union to be engaging in such unauthorized practice shall be subject to discipline which may include termination.

ARTICLE X SENIORITY

Section 10.1 Seniority Defined

Seniority means the rights defined herein secured by employees by length of continuous full-time employment with the Employer, that is, full-time employment uninterrupted by termination of service.

Seniority starts from the last date when the employee starts work as a full time employee, provided, however, that new employees shall not acquire any seniority rights until they have completed the probationary period of thirty (30) days, or sixty (60) days by mutual agreement of the Employer, employee and Union, after which their seniority shall date back to the date the employee started to work. When two or more employees start work the same day, the date of birth shall determine their relative seniority, it being understood that the older employee shall be deemed to be more senior. An employee's seniority shall be terminated if he/she: (1) quits; (2) retires; (3) is discharged; (4) fails to report after a layoff within seven (7) calendar days after the Employer sends to the last address known to the Employer, a written notification to return to work (with a copy to the Union); (5) fails to return to work upon expiration of an authorized

leave of absence; (6) refuses, as an alternative to being laid off, to accept work in his/her classification in another store within the seniority area; (7) refuses, after having been laid off, to accept work in his/her job classification in any store in the seniority area; or (8) has been laid off by the Employer for a period of one year.

The "in-service" date of an employee who progresses from apprentice to journeyman, or who is demoted from Head Meat Cutter to journeyman shall not be affected by such change in classification.

An employee's seniority shall not be affected as a result of a transfer.

A complete seniority list of the Company's employees working within a local union's jurisdiction will be furnished the Union each calendar year.

Section 10.2 Layoffs and Recalls after Layoffs

Seniority shall control the order of layoffs and recalls after layoffs of full-time employees within the seniority area within the following job classifications:

1. Head Meat Cutter
2. Journeymen Meat Cutter and Apprentice Meat Cutter
3. Wrappers

The Employer shall give a two (2) week notice to regular full-time employees only when it becomes necessary to layoff an employee or two (2) weeks pay in lieu of notice. If a full time Journeyman Meat Cutter or a Market Manager (Head Meat Cutter) in one seniority area (North or South Area) is laid off, that employee may displace the least senior employee in the other seniority area (North or South Area) in the same job classification. If a full time Meat Cutter from one Area displaces the least senior full time Meat Cutter in the other Area (North or South), the Employer and Union agree to meet, if necessary, to address an exceptional travel hardship.

In the event a Head Meat Cutter is to be laid off (by seniority), that Head Meat Cutter will first be returned to a full-time Meat Cutter position in the same Area by seniority. If a full time Meat Cutter position does not exist in the same Area due to the Meat Cutter's seniority, the Head Meat Cutter shall displace the least senior full time Meat Cutter in the other seniority area (first his/her own Area or, if not more senior than the least senior full time Meat Cutter in the same Area, then the other Area) provided he/she is more senior than the least senior full time Meat Cutter.

The term "seniority area" for full time employees means the area covered by the operating Area (North and South), division district or administrative or geographic unit used by the Employer, as said Employer's unit may be organized from time to time, and falling within the cities and counties in which The Employer has recognized the Union Locals. The Employer shall notify the Union in writing of the stores comprising its Areas covered by this Labor Agreement comprising its seniority Areas as modified from time to time. The Employer agrees to notify the Union of any changes in the seniority areas for full time employees. The Employer agrees to discuss with the union issues concerning the changes to seniority areas.

It is mutually agreed that for the term of this Agreement there shall be no permanent in-classification transfers of employees from one "seniority area" to another "seniority area" as defined above in the instance where there are employees on layoff status in that particular classification in the area in which an employee from another area is sought to be transferred.

A series of store cluster groups will be set up that will be seniority areas for part-time employees. The Company will provide to the Union on a yearly basis the stores that define the part-time cluster groups. The Employer may change the part time "cluster areas" to the Area (North and South), district or administrative or geographic unit used by the Employer, as said Employer's unit may be organized from time to time, and falling within the cities and counties in which the Employer has recognized the Union Local. The Employer shall notify the Union in writing of the stores comprising the applicable seniority area as determined and/or modified from time to time by the Employer. The Employer agrees to notify the Union of any changes in the company determined seniority areas for part time employees. The Employer agrees to discuss with the union issues concerning the changes to seniority areas.

The Employer shall continue to have the right to implement seniority area changes no later than 30 days after notice to the Union.

No meat cutter, wrapper or service deli employee in service on or before 1/7/98, will be laid off or reduced in hours as a result of the new apprentice/journeymen classification.

In the event of a layoff in the Apprentice Meat Cutter classification, any wrapper who bids into the Apprentice classification will be allowed upon written request to bump the wrapper with the lowest seniority in the job classification.

Part-time Journeymen Meat Cutters must be laid off prior to the layoff of any full-time journeymen (by Area by seniority).

All part-time wrappers must be laid off before the layoff of any full-time wrappers. All part-time wrappers in a given store must be laid off before any journeyman hired or promoted as of August 27, 2004 are laid off in that same given store.

Section 10.3 Promotion to Supervision

If an employee is promoted from a job within the bargaining unit to a supervisory position with the Employer and is returned to the collective bargaining unit within one year, he/she shall commence work with the seniority rank he/she had at the time of his/her promotion.

Section 10.4 Seniority of Employees on Leaves of Absence

The seniority rights of an employee who, either by voluntary action or draft, entered the Armed Forces of the United States shall continue as though he/she had not been absent, and he/she shall have the right to be reinstated to his/her employment as provided by law and regulation thereunder.

The seniority of an employee on an extended leave of absence, which is hereby defined as any leave of absence, other than military leave of absence, in excess of ninety (90) days, shall be protected to the expiration of said leave of absence, but not in excess of one year, but such seniority shall not accumulate during any period of absence in excess of one year.

The Employer will allow a leave of absence up to one year for the purpose of working for the Union. This leave will be considered a personal leave of absence.

ARTICLE XI **GRIEVANCES AND ARBITRATION**

Section 11.1 No Strike; No Lockout

The Union and the Employer agree on the need for the continuance of their service to the public without interruption. Both recognize this objective as necessary to the security of the Employer and its people. Both therefore, specifically pledge themselves to help assure that security by using the procedures agreed upon between them for the adjustment of disputes and grievances in all cases where there is any difference of opinion concerning the rights of either under this contract or the interpretation or application of any provision of it. Therefore, subject to the exceptions stated herein, during the term of this agreement there shall be no strikes, work stoppage, diminution or suspension of work of any kind whatsoever on the part of the Union or its membership, nor shall there be any lockout on the part of the Employer. No officer or representative of the Union shall authorize, instigate, aid or condone any strike, work stoppage, diminution or suspension of work of any kind whatsoever prohibited by the provisions of this paragraph. No employee shall participate in any such prohibited activities. Employees may refuse to cross a lawful primary picket line involving Jewel Food Stores, Inc. and United Food and Commercial Workers Union, Local 1546 provided the same has been sanctioned by Local 1546.

The Union reserves the right to strike and/or picket the market or markets involved in the grievance in the event the Employer shall fail or refuse to comply with any decision of a Board of Arbitration issued pursuant to a proceeding under Section 11.3 of this Article within ten (10) days after notice thereof. The Employer reserves the right to declare a lockout should the Union fail or refuse to comply with any decision of a Board of Arbitration within ten (10) days after notice thereof.

The Union further reserves the right to strike any Employer who is required by this contract to make contributions to the Health and Welfare Trust Fund or the Pension Trust Fund who remain delinquent in the payment of a contribution for a period of fourteen (14) calendar days after a written notice is sent to the Employer by the Union; provided, however, that the Union without recourse to arbitration may not strike for this reason if within said fourteen (14) day period the Employer corrects said delinquency or notifies the Union in writing that there is a bona fide dispute as to whether the payment is delinquent or as to the amount of the delinquency and also initiate arbitration with respect to said dispute in accordance with the provisions of this contract.

Section 11.2 Time Limit on Grievances

Grievances of any nature must be made within thirty (30) calendar days after the cause giving rise to the grievance becomes evident; and wage claims shall not be valid and collectible for a period earlier than ninety (90) days prior to the date of filing the grievance or the date the grievance arose, whichever date is most recent.

The above provision notwithstanding, in the event of an employee's termination, quit or retirement, no grievance shall be discussed or considered except for such grievance which must be presented within fourteen (14) days of such termination and which relate solely to the instance of termination, quit or retirement.

Section 11.3 Grievances and Arbitration

Should any dispute or grievance arise between the Employer and the Union or between the Employer and its employees concerning the application and/or construction of this contract, the parties agree that such matter shall be adjusted, if possible, by negotiations. Specifically, the parties hereby agree to the following procedure for negotiating and resolving differences:

Step 1: A grievance conference shall be held between the aggrieved employee, the Union Representative and the Store Director. Such conference must be initiated within 15 calendar days of a termination, or 30 calendar days for grievance involving any other matter. The grievance may be reduced to writing prior to or subsequent to the above referenced grievance conference. If the grievance is not reduced to writing prior to the grievance conference, the Union must reduce the grievance to writing within 15 calendar days of failing to resolve it at the grievance conference.

Step 2: If the parties cannot resolve the grievance at Step 1, the matter shall be referred to the Associate Relations Manager for investigation and the appropriate response, which must be presented in writing to the Union within 30 calendar days of receipt of the written grievance from the union.

Step 3 (Arbitration Procedure):

(A) Either the Union or Employer may within 45 calendar days after the issuance of the Employer's written response in Step 2, serve upon the other party a written demand for arbitration stating the issue to be arbitrated. Within seven calendar days thereafter, the Parties shall forward a joint request to the Federal Mediation and Conciliation Service (FMCS) to submit a list of not less than five (5) disinterested persons who are qualified and willing to act as impartial arbitrators. The parties shall mutually choose an arbitrator from this list. Any failure to provide notice of the request for arbitration within 45 days of the Employer's written response in Step 2 shall render the grievance moot and considered closed.

(B) The arbitrator shall commence hearings as quickly as possible after his/her selection and shall render his/her award in writing together with his/her written findings and conclusions as quickly as reasonably possible and in

compliance with FMCS regulations. The award shall be final and binding upon the parties to the Agreement.

(C) The arbitrator shall have no power to determine arbitrability, nor to add or subtract from, modify, or amend any provision of this Agreement, nor to substitute his/her discretion over the intent of the Parties as set forth in this Agreement, change existing wage rates, or arbitrate proposals for the amendment or renewal of this Agreement.

(D) The arbitrator's fees and expenses, the cost of any hearing room, the cost of a shorthand reporter and the original transcript shall be borne equally by the parties. All other costs and expenses shall be borne by the party incurring them.

ARTICLE XII SEVERANCE PAY

Section 12.1 Severance Pay

A) Full time severance pay eligibility and calculations

It is agreed that each full-time employee who is terminated due to store closing/sale from his/her employment for reason of the voluntary closing or selling of the store shall be compensated for such termination provided he/she has been continuously employed by the Employer for a period of at least one (1) year. An eligible employee compensated for his/her termination shall be on the basis of forty (40) hours of severance pay (at his/her straight time hourly rate of pay excluding any premiums) for each full year of actual employment, commencing with the first year thereof. Payment under this formula shall be a maximum of 320 hours of severance pay for years of service calculations. For those full time employees who do not have one (1) completed year of continuous employment they shall receive pro rata pay as follows:

0 - 3 months	25% of 40 hours straight time pay
3 - 6 months	50% of 40 hours straight time pay
6 - 9 months	75% of 40 hours straight time pay
Over 9 months	40 hours straight time pay

B) Part time severance pay eligibility and calculations

Part time employees with 5 or more years of continuous service who are terminated from employment for reason of the voluntary closing or selling of the store shall be compensated for such termination on the basis of one week of pay (based on 1/52 of each eligible part time employee's work hours, vacation hours and holiday hours paid in preceding payroll year or, as determined by the Employer, preceding 52 payroll weeks prior to the store closure or store sale announcement to the public or Union) for each 2 completed full years of continuous service at time of termination, up to a maximum of 160 hours of pay. All such eligible part time at a closed or sold store shall have the same time period apply for severance pay calculations at their store.

C) Upon notice of store closure or store sale, an eligible employee as described in this Article may choose to accept severance pay in lieu of their right to be transferred when displacing the least senior employee(s) in their applicable seniority area or when waiving their layoff/recall rights provided in Section 10.2. Employees choosing severance pay (rather than transfer or layoff/recall status), shall notify the Employer, in writing, within 14 calendar days of the original store closing/sale notice.

Section 12.2 Limitations on Severance Pay

The above described severance pay will not be paid to:

- (A) Any employee who accepts a job with the Employer at any location within their area, or any employee who refuses a job with the Employer at any location within their applicable Employer defined seniority area;
- (B) Any employee who voluntarily quits, or is discharged for cause, before he/she is separated from employment by the Employer prior to the voluntary closing or selling of an Employer's store as outlined in Section 12.1 above;
- (C) Any employee accepting severance pay shall forfeit and cease to have any seniority and recall rights, as provided for in this Agreement; an eligible employee accepting severance pay shall timely sign the Employer's standard Release of Claims and/or other standard Company documents pertaining to severance.
- (D) Any employee re-employed after receiving severance pay shall be considered a new employee from the date of re-employment.

Section 12.3 Deferment of Severance Pay

- (A) In the event an eligible employee wishes to remain on the seniority list for the purpose of possible recall, he/she may elect to defer acceptance for his/her severance pay for a period of twelve (12) months. At any time during such period of twelve (12) months, however, he/she may request severance pay, and his/her right of recall and seniority shall terminate as of that date.
- (B) If such employee has not been recalled by the end of such period, he/she shall be paid his/her severance pay, and his/her right of recall and seniority shall terminate as of that date.

Section 12.4 Other Severance Program

The Employer shall have the right to offer, in its sole discretion, a superior severance program than described herein to eligible employees as may be defined by the Employer.

ARTICLE XIII UNION SECURITY

1. MONDAY THROUGH FRIDAY

The product covered by this agreement may not be handled by anyone who is not a member of the bargaining unit between the hours of 6:00 p.m. and 9:00 p.m.

2. SATURDAYS AND DAYS PRECEDING HOLIDAYS

The product covered by this Agreement may not be handled by anyone who is not a member of the bargaining unit between the hours of 6:00 p.m. and 9:00 p.m. on Saturdays or days preceding holidays unless work had been previously offered to members of the bargaining unit (pursuant to Section 5.2) of the Agreement in that store and no one volunteered.

3. SUNDAYS AND HOLIDAYS

The product covered by this Agreement may not be handled by anyone who is not a member of the bargaining unit on Sundays or holidays unless work had been previously offered to members of the bargaining unit (pursuant to Section 5.3) of the Agreement in that store and no one volunteered, except that in no event will product covered by this Agreement be handled by anyone on Christmas Day.

4. PENALTY

The penalty for proven violations within a rolling eighteen (18) month period of Sub-sections 1 through 3 above in any store on an individual store basis shall be as follows:

- A. FIRST PROVEN OFFENSE -- Written warning to Employer with copy to the Manager of the store in which the violation occurred.
- B. SECOND PROVEN OFFENSE -- A fine in an amount equal to one-half (1/2) of the then prevailing journeyman straight time daily rate (four hours pay) to be divided equally among the members of the bargaining unit in the store in which the violation occurred.
- C. THIRD AND SUBSEQUENT OFFENSES -- A fine in an amount equal to the then prevailing journeyman straight time daily rate of pay (eight hours pay) to be divided equally among the members of the bargaining unit in the store in which the violation occurred.

It is further understood, and the parties hereby stipulate and agree, that the above provision relative to market operating hours are not indicative of any intent on the part of the Employer to violate any of the terms and conditions of the current Agreement relative to product jurisdiction. Rather, the purpose of those provisions is to curtail the broadening by the Employer of the periods of time when it may become necessary for the Employer to utilize people other than bargaining unit members to fill the meat cases due to an out of stock or other emergency situations, such as illness or accident to an employee on duty which necessitates his/her leaving work before the end of his/her work schedule; a personal emergency which calls for an employee to leave work prior to the end of his/her work schedule; or, a refrigeration or power failure. Furthermore, anyone not a member of the bargaining unit will ever be specifically scheduled to replace stock at a fixed time. In no event will product covered by this Agreement be handled by anyone outside the bargaining unit on Thanksgiving Day and Christmas Day.

ARTICLE XIV - TERM

Section 14.1 Initial Term

This Agreement shall become effective on August 24, 2014, and shall expire at 11:59 P.M. August 25, 2018.

Section 14.2 Renewal Term

If either party wishes to modify this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice, this Contract shall automatically renew itself for a period of one year and from year to year thereafter.

Section 14.3 Retroactivity

This Contract shall remain in full force and effect until a new agreement is negotiated, but not beyond an additional sixty (60) days beyond the Contract expiration date. Any increases in wages set out in Article III resulting from the negotiations following the Contract expiration date shall be retroactive to the date of expiration, but not exceeding ninety (90) calendar days, whichever

period shall be shorter. There shall be no retroactivity with respect to other Contract changes, such as changes in working hours or premium or overtime pay.

Executed at _____ this 10th day of March, 2015.

LOCAL 1546 UNITED FOOD AND
COMMERCIAL WORKERS INTERNATIONAL
UNION

By 1 Bennett A R Baypl

Date: 4-6-15

By Bennett A Uzelowski

Date: 4-6-15

By _____

Date: _____

JEWEL FOOD STORES INC.

By Tom Walter

Date: 3/10/2015

By Jim Conz

Date: 3/10/15

SERVICE DELICATESSEN SUPPLEMENT

Supplemental Agreement covering service delicatessen operations assigned to the meat department entered into between JEWEL FOOD STORES, INC., hereinafter referred to as the "Employer" and Local 1546 of the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, hereinafter referred to as the "Union".

ARTICLE I GENERAL - RECOGNITION

Unless otherwise specified herein the general conditions and obligations of the parties hereto set forth in the Master Contract covering market operations shall be applicable and are hereby incorporated by reference. This supplement shall cover service delicatessen employees assigned to the meat department. The Employer shall determine which system of merchandising, service or self-service, or both, shall be utilized in delicatessen operations assigned to the meat department. The Employer recognizes the Union as the sole collective bargaining agent for all service delicatessen employees in delicatessen operations assigned to the meat department.

Section 1.1 Delicatessen Duties

The Employer may employ regular full-time and part-time service delicatessen employees. Their duties shall include all activities assigned to the service delicatessen department. Their duties may periodically include supplementing the Meat Market department during high volume periods (including periods such as weekdays between the hours of 4:00 p.m. and 7:00 p.m.), and weekends between the hours of 12:00 noon and 4:00 p.m., unanticipated absences and breaks to meet the needs of the business. The Company may not utilize this provision as the sole basis upon which to reduce the number of scheduled hours in either the Service Deli or the Meat Department. This specific provision shall terminate for all associates hired before January 16, 2015, upon the expiration of the successor collective bargaining agreement to this agreement, or on August 29, 2020, whichever occurs first. Associates hired on or after January 16, 2015, shall continue to be subject to the above referenced provisions thereafter.

The Company will first utilize all employees in the department before using any employee from the other department. The Company will use only one employee from the other department at a time under these collective agreements. Employees that are working outside of their department (crossover) will not do any production work and will only wait on trade.

Absence: The Company will call all employees not working to fill the shift or offer additional hours to employees currently working. The Company will keep a complete list of all employees that have been called or offered additional hours so that the Union will be able to view the steps taken to resolve the absence.

For proven violations of this provision, the penalties shall be:

- 1st Offense: Written warning
- 2nd Offense: Most senior employee not working at the time will receive 4 hours pay at the rate of a top of scale Part-Time Clerk rate hired after 8/23/2004.
- 3rd Offense: Most senior employee not working at the time will receive 8 hours pay at the rate of a top of scale Part-Time Clerk rate hired after 8/23/2004, and that store will no longer utilize the cross-over provision for a period of 6 months from the date of last violation.

Each offense within this provision shall be removed after 12 months have lapsed from the date of occurrence. If a store uses this provision on the same day and time for three (3) consecutive weeks then that store shall add a minimum of two (2) hours to the schedule for that time frame.

Service delicatessen departments may include all usual delicatessen operations including service luncheon meat and sausage operations, and service delicatessen employees may perform any and all functions required through final sale on all products assigned to the service delicatessen department. Service delicatessen employees who are members of the Meat Cutters Union may also handle all self-service delicatessen products under the jurisdiction of the Meat Cutters.

ARTICLE II WORKING HOURS AND OTHER CONDITIONS

Section 2.1 Basic Workday and Workweek

The basic workday for full-time employees shall consist of eight (8) hours to be scheduled within eight and one half (8.5) to nine (9) hours (based on ¼ to 1 hour unpaid meal period) during delicatessen operations. The basic workweek for full-time employees shall be five (5) basic workdays within a seven (7) day workweek. It is expressly understood that Article V of the Master Contract does not apply.

Section 2.2 Meals and Rest Periods

(1) Rest Periods

Each part-time employee shall be given one (1) uninterrupted rest period each three and one-half (3-1/2) hours scheduled, with a maximum of two (2) per workday. Rest periods shall be taken as near as practicable to the middle of each half day. This provision to be administered so as to assure each employee a rest period in the break room provided by the Employer.

(2) Meal Periods

No employee shall be required to work more than five (5) continuous hours without an unpaid lunch or dinner period, which shall be not less than one-half (1/2) hour nor more than one (1) hour, uninterrupted, as scheduled by the Employer who shall schedule the meal period as near as practicable to the middle of the workday.

Section 2.3 Christmas Eve

No employee will be required to work past 6:00 p.m. on Christmas Eve.

Section 2.4 Overtime and Other Premiums

Time and one-half (1-1/2) the employee's straight-time hourly rate shall be paid for all hours worked:

- (a) After eight (8) hours per day;
- (b) After forty (40) hours per week if covered by Federal legislation;
- (c) On Sundays for employees hired prior to August 27, 2004; and
- (d) Employees hired on or after August 27, 2004 shall not receive time and one half over time for work on Sunday. Sunday hours worked at straight time in the delicatessen will not exceed a ratio of 30% of the Sunday hours worked in the delicatessen in the employer's 2004 payroll year, 40% in the employer's 2005 payroll year, and 50% in the employer's 2006 payroll year. This percentage will be administered on a system wide basis not on an individual delicatessen department basis. The employer will provide total

delicatessen Sunday hours worked reports to the union on a semi-annual basis for employees who are employed at the end of each semi-annual reporting period.

Effective March 4, 2007 employees hired on or after August 27, 2004 shall receive the following premium for all hours worked on Sundays:

13-24 months of employment: \$1.00 per Sunday hour;

25-36 months of employment: \$1.50 per Sunday hour;

37 or more months of employment \$2.00 per Sunday hour.

- (e) On recognized Holidays under the contract if hired before August 23, 2012. \$1.00 per hour worked holiday premium if hired on or after August 23, 2012;
- (f) After thirty-two (32) hours in a holiday workweek for recognized national holidays under the Master Contract.

Holiday pay shall be in addition to paid holiday entitlement.

Hourly rates may be rounded off to the nearest quarter-cent, half-cent or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

Section 2.5 Delicatessen Operating Hours

The Employer shall determine the hours and days the delicatessen department shall operate. Any hours worked outside deli operating hours shall be worked on a voluntary basis.

Section 2.6 Part-Time Scheduled Hours

Part-time employees shall not be scheduled for less than four (4) hours work per day unless otherwise mutually agreed upon between the Union and the Employer. Part-time employees shall be scheduled a minimum of sixteen (16) hours per week in the store in which they work. However, this shall not apply to an employee called in for replacement of another employee, or to an employee whose available hours are beyond the Employer's control or to an employee called in to work when fewer than sixteen (16) available hours remain in the week, unless otherwise agreed upon between the Union and the Employer.

Part-time employees hired on or after August 27, 2004 shall be scheduled the following minimum hours:

1. 0-30 months of employment: 12 hours per week.
2. Over 30 months of employment: 24 hours per week provided the employee has open availability 7 days a week without restrictions. If the employee does not have open availability the employee will be scheduled a minimum of 12 hours per week.

Part-time employees hired before August 27, 2004 shall be scheduled the following minimum hours:

1. 16 hours per week.
2. Also, part-time employees hired before 8/27/2004 shall be scheduled 24 hours per week provided the employee is available to work six days per week. An employee whose daily availability starts in the morning each day shall be minimally available up to 7 P.M. each day for the 24 hour per week part-time guarantee to apply. An employee whose daily availability starts in the afternoon each day shall be minimally available up to 1 hour after the department closes to the public each day for the 24 hour per week part-time guarantee to apply. If the part-time employee does not have open availability as stated herein this paragraph, the employee will be scheduled a minimum of 16 hours per week.

To be scheduled a minimum 24 hours per week; an employee must complete and sign the Employer's 24 hour availability form. An employee who withdraws his or her 24 hour availability form may not submit a new form within 12 months of reducing his or her availability.

Work schedules shall be posted by Wednesday, 12 P.M. for part-time employee review before Friday, 12 P.M. Alleged part-time scheduling violation of the minimum weekly hour guarantee(s) shall be filed by Friday 12 P.M. or be forever waived. Management shall make corrections by Friday 3 P.M. and post the final schedule for the following workweek.

If two (2) or more part-time employees of equal ability within a store are scheduled for hours, and one is scheduled more hours than the other, the senior employee shall be given the choice of the greater number of hours if such employee is available and qualified to work such hours. It is expressly understood that Article V of the Master Contract does not apply.

It is further agreed that in the event part-time replacement hours are available such hours shall be offered to part-time employees at work on that day, in order of seniority, provided such work does not result in overtime and provided such employee agrees to work all such offered hours.

Section 2.7 Full-Time Employment

It is the intent of the parties that two (2) employees shall not be employed on a part-time basis when it is practicable to employ one employee on a full-time basis. Therefore, if two part-time employees in the same job classification are regularly working a combined total of forty (40) hours, or more, on a split week basis, then the Employer shall employ one person on a full-time basis.

Each delicatessen department shall employ a delicatessen department head who will be scheduled to work on a full-time basis.

Section 2.8 Part-Time Preference

In the event of full-time openings in the delicatessen department, preference shall be given to qualified part-time employees for such full-time openings.

Part-time employees, hired prior to 10/5/85, who are selected for full-time employment without interrupted service shall start at the 0 - 12 month full-time rate and thereafter progress at 12 month intervals.

Any part-time delicatessen employee who works twelve (12) consecutive weeks at forty (40) hours per week shall be made a full-time employee, provided the employee desires a full-time position and no hours during the twelve (12) consecutive weeks are related to coverage for any leave of absence, or disability of another employee(s).

Section 2.9 Previous Comparable Experience

The Employer will recognize previous comparable delicatessen experience for full-time and part-time employees in the retail food industry.

All employees will receive up to twenty-four (24) months credit for wage purposes, for prior service as an employee in a store which the department employees were represented by a UFCW local. All prior service must be shown on the application and must have occurred not more than two (2) years prior to the date of application. This section applies for the purpose of determining such employee's wage rate.

Section 2.10 General

Full-time and part-time service delicatessen employees shall not perform work normally performed in the market operation, and their duties shall be confined to those set out in this service delicatessen supplement. Personnel hired as wrappers in the markets shall not be assigned to perform work in the service delicatessen department.

Section 2.11 Union Dues Checkoff

The Employer agrees to deduct the uniform dues and initiation fees from the paycheck of those covered part-time employees whose individual written unrevoked authorizations are on file with the Employer, and to transmit the amounts so deducted to the Union. Said deduction authorization shall be in such form as to conform with Section 302(c) of the Labor Management Relations Act of 1947.

Section 2.12 Active Ballot Club Checkoff

The Employer agrees to deduct contributions in an amount designated by the employee from the paychecks of those employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union. Said deduction authorizations shall be in such form as to conform with all governing Federal and State law applicable to Political Action Committees.

ARTICLE III

VACATIONS, HOLIDAYS, COMPENSABLE ABSENCES

Section 3.1 Full-time Employees Vacations

Full-time service delicatessen employees shall be entitled to vacations, holidays and other compensable absences as per the Master Contract.

Section 3.2 Part-time Employees Vacations

Part-time employees shall be entitled to a pro rata vacation upon completion of each anniversary year of employment in the amount of 1/52nd of their anniversary year's earnings for each week of vacation entitlement.

Section 3.3 Vacation Selection

Delicatessen Department managers and full-time delicatessen department employees will pick vacation by seniority, each employee picking two (2) weeks at a time until selections are completed. Part-time employees will then pick their vacations after the full-time selections are completed. Part-time employees will pick vacations by seniority, each employee picking two (2) weeks at a time until selections are completed. The completed vacation schedule shall be posted by April 1st of each year.

Section 3.4 Holidays

(A) Qualifications

To qualify for holiday pay, all employees must work both the regularly scheduled workdays before and after the holiday, except that this requirement shall be deemed to be met if the employee's failure to work said workdays is due to his/her personal illness, injury or other excused cause provided that he/she works at least one day in the workweek in which the holiday falls.

(B) Holiday Pay

Part-time employees who qualify shall receive holiday pay equal to the product of five percent (5%) of the number of straight-time hours worked during the four week accounting period preceding the period in which the holiday falls (including paid used vacation hours) times his/her straight-

time hourly rate in effect in the week in which the holiday falls it being further understood that in no event will such employee receive less than four (4) straight time hours of pay.

(C) Holidays Recognized

All nationally recognized holidays in the Master Agreement, in addition to the employee's birthday and sick days.

Section 3.5 Funeral Leave - Part-time

Part-time employees will be eligible for three (3) days off for necessary absence to attend the funeral of a member of the immediate family, as defined in the Master Agreement, provided they are scheduled for work on those days.

ARTICLE IV
SENIORITY

The seniority provisions of the Master Contract shall apply within the following job classifications:

- (a) Delicatessen Department Head;
- (b) Full-time service delicatessen employees; and
- (c) Part-time service delicatessen employees.

ARTICLE V
WAGES

Section 5.1 Wages

The minimum rates of pay as set out in Appendix A attached hereto shall be paid during the term of this Agreement.

Section 5.2 No Reduction - Market Employees

Regular market employees engaged in delicatessen department work shall receive their regular rates of pay as set out in the Master Agreement for all work performed. Present market personnel will not be reclassified or laid off due to the hiring of delicatessen employees.

Except as expressly modified in this Service Delicatessen Supplement, all the provisions of the Master Contract shall be applicable to delicatessen employees.

Section 5.3 Department Head - Relief

(A) Department Head

It was agreed that a member of the bargaining unit shall be assigned the responsibility of Delicatessen Department Head in any combined market/delicatessen operation that has a volume in excess of twenty thousand dollars (\$20,000) per week.

(B) Relief of Department Head

Whenever a full-time employee or part-time employee is assigned to and performs the full responsibilities of an appointed Delicatessen Department Manager for 32 or more work hours in the same payroll week as a Deli Manager, he/she shall receive a premium of one dollar fifty cents (\$1.50) per hour in addition to his/her applicable hourly rate of pay. If an employee is assigned and performing the responsibilities of a Delicatessen Department Manager for five consecutive weeks or more then beginning on the

fifth consecutive week the employee will no longer receive the one dollar fifty cents (1.50) premium; the employee will receive the 0-12 month deli manager rate of pay plus the premium paid in that shop to the deli manager. Employees hired before 10/5/85 will go to the top Delicatessen Department manager rate plus the applicable premium starting the fifth (5) consecutive week performing the Delicatessen Department Manager position.

(C) Night Premium

All delicatessen employees shall receive fifty cents (\$0.50) per hour in addition to the regular straight-time hourly rate for work performed between 12:00 a.m. (midnight) and 6:00 a.m., provided further that this premium shall not be payable for any hours worked for which the time and one-half overtime rate is payable.

Former full-time Sausage Shop employees who were previously red-circled will not be required to work past 6:00 p.m.

ARTICLE VI
ABSENCES DUE TO INJURIES

It is mutually agreed that for the term of this Agreement, Article VI of the Agreement applies to part-time employees to the extent that they were scheduled to work. Hence, part-time employees shall be entitled to pay for each scheduled day lost because of such injuries, but not in excess of four (4) scheduled day's pay, including pay for the day of the injury, in the first seven (7) calendar days following the accident.

APPENDIX A - DELICATESSEN WAGE RATES

See also Lump Sum Payments for eligible employees as stated immediately following below stated Wage Schedules.

<u>CLASSIFICATION</u>	<u>Effective</u> <u>2/16/14</u>	<u>Effective</u> <u>1/30/15</u>	<u>Effective</u> <u>8/30/15</u>	<u>Effective</u> <u>8/28/16</u>	<u>Effective</u> <u>8/27/17</u>
DELI DEPT. MANAGER					
0-6 months	\$17.80	\$17.80	\$17.80	\$17.80	\$17.80
7-12 months	\$18.45	\$18.45	\$18.45	\$18.45	\$18.45
+12 months	\$21.28	\$21.28**	\$21.68	\$21.68**	\$22.03

Full-time Chef's Kitchen employees hired before 10/5/85 who become Deli Managers will go to the +12 month rate. Employees hired after 10/5/85 or part-time employees hired prior to 10/5/85 will go to the 0-6 month rate upon becoming a Deli Manager.

Deli Managers in "A" level stores will receive a one dollar (\$1.00) per hour premium in addition to their applicable hourly rate of pay for all hours worked. Deli Managers in "B" level stores will receive a seventy-five cent (\$0.75) per hour premium in addition to their applicable hourly rate of pay for all hours worked. Deli Managers in "C" level stores will receive a fifty cent (\$0.50) per hour premium in addition to their applicable hourly rate of pay for all hours worked.

<u>ALL FULL-TIME DELICATESSEN EMPLOYEES IN SERVICE ON OR BEFORE 10/5/85 WILL BE PAID:</u>					
	<u>Effective</u> <u>2/16/14</u>	<u>Effective</u> <u>1/30/15</u>	<u>Effective</u> <u>8/30/15</u>	<u>Effective</u> <u>8/28/16</u>	<u>Effective</u> <u>8/27/17</u>
0-6 months	\$16.155	\$16.155	\$16.155	\$16.155	\$16.155
7-12 months	\$17.055	\$17.055	\$17.055	\$17.055	\$17.055
Over 12 months	\$18.905	\$18.905**	\$19.155	\$19.155 **	\$19.355

ALL PART-TIME DELICATESSEN EMPLOYEES HIRED ON OR BEFORE 10/5/85 WILL BE PAID AS FOLLOWS:					
	Effective 2/16/14	Effective 1/30/15	Effective 8/30/15	Effective 8/28/16	Effective 8/27/17
	\$15.80	\$15.80**	\$16.00	\$16.00 **	\$16.20

ALL DELICATESSEN EMPLOYEES BOTH FULL-TIME AND PART-TIME HIRED ON OR AFTER 10/6/85 THROUGH 11/21/88:					
	Effective 2/16/14	Effective 1/30/15	Effective 8/30/15	Effective 8/28/16	Effective 8/27/17
*48-60 months	\$14.90	\$14.90**	\$15.10	\$15.10**	\$15.30
60-72 months	\$15.10	\$15.10	\$15.20	\$15.20	\$15.40
Over 72 months	\$15.90	\$15.90**	\$16.15	\$16.15**	\$16.35

*Part-time employees will not progress beyond this rate.

FULL-TIME AND PART-TIME DELICATESSEN EMPLOYEES HIRED ON OR AFTER 11/22/88 THROUGH 12/10/91 WILL BE PAID AS FOLLOWS:					
	Effective 2/16/14	Effective 1/30/15	Effective 8/30/15	Effective 8/28/16	Effective 8/27/17
*48-60 months	\$14.40	\$14.40**	\$14.60	\$14.60**	\$14.80
60-72 months	\$14.60	\$14.60	\$14.70	\$14.70	\$14.90
Over 72 months	\$15.40	\$15.40**	\$15.65	\$15.65**	\$15.85

*Part-time employees will not progress beyond this rate.

FULL-TIME AND PART-TIME DELICATESSEN EMPLOYEES HIRED ON OR AFTER 12/11/91 THROUGH 8/26/04 WILL BE PAID AS FOLLOWS:					
	Effective 2/16/14	Effective 1/30/15	Effective 8/30/15	Effective 8/28/16	Effective 8/27/17
*48-60 months	\$12.20	\$12.20**	\$12.40	\$12.40**	\$12.60
60-72 months	\$12.65	\$12.65	\$12.65	\$12.65	\$12.65
Over 72 months	\$13.50	\$13.50**	\$13.75	\$13.75**	\$13.95

*Part-time employees will not progress beyond this rate.

FULL-TIME AND PART-TIME DELICATESSEN EMPLOYEES HIRED ON OR AFTER 8/27/04 WILL BE PAID AS FOLLOWS:					
	Effective 2/16/14	Effective 1/30/15	Effective 8/30/15	Effective 8/28/16	Effective 8/27/17
0-6 months	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50
7-12 months	\$8.80	\$8.80	\$8.80	\$8.80	\$8.80
13-24 months	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
25-36 months	\$9.20	\$9.20	\$9.20	\$9.20	\$9.20
37-48 months	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50
49-60 months	\$9.80	\$9.80	\$9.80	\$9.80	\$9.80
61-72 months	\$10.40	\$10.40	\$10.40	\$10.40	\$10.60
*73-84 months	\$11.95	\$11.95**	\$12.15	\$12.15**	\$12.35
84-96 months	\$11.95	\$11.95	\$12.25	\$12.25	\$12.45
Over 97 months	\$13.25	\$13.25**	\$13.50	\$13.50**	\$13.70

*Part-time employees will not progress beyond this rate.

Wage Settlement

**Lump sum bonuses for eligible associates at or above the top of the above pay-scale as described below shall be paid as follows:

Deli Managers:	\$450.00
MITs:	\$350.00

Full time deli clerks: \$350.00
Part time deli clerks: \$200.00

The Employer shall pay the Lump Sum Payments, as administratively practicable, no later than 30 days after January 31, 2015, and no later than 30 days after August 28, 2016.

Lump Sum Payments shall only apply to top of scale and over top of scale associates, who are at or above top of scale on the payroll weeks following January 31, 2015 and August 28, 2016, and who are actively employed at the time of payment.

Wage Rate Increases

Pay Increase effective Sunday, August 30, 2015

For an employee at the top rate of the applicable wage scale and over top of scale for his or her job classification on Saturday, August 29, 2015, the following wage increases shall apply for a top of scale or over top of scale employee whose last increase was six (6) months or longer preceding Saturday, August 29, 2015:

Deli Managers: \$0.40/hr
Full time deli clerks: \$0.25/hr
Part time deli clerks: \$0.20/hr

Pay Increase effective Sunday, August 27, 2017

For an employee at the top rate of the applicable wage scale and over top of scale for his or her job classification on Saturday, August 26, 2017, the following wage increases shall apply for a top of scale or over top of scale employee whose last increase was six (6) months or longer preceding Saturday, August 26, 2017:

Deli Managers: \$0.35/hr
Full time deli clerks: \$0.20/hr
Part-time deli clerks: \$0.20/hr

Hourly rates may be rounded off to the nearest quarter cent, half-cent or whole cent, depending on the Employer's payroll practice. All employees receiving above the minimum shall not be increased in hours nor decreased in wages or working conditions.

Executed at _____ this 10th day of March, 2015.

LOCAL 1546 UNITED FOOD
AND COMMERCIAL WORKERS INTERNATIONAL
UNION -

JEWEL FOOD STORES INC.

By Rennett R Bayl

Date: 4-6-15

By Rennett A. Ulydenko

Date: 4-6-15

By Tom Waller

Date: 3/10/2015

By Jim Cony

Date: 3/10/15

By _____

Date: _____

SEAFOOD AND SERVICE DEPARTMENT SUPPLEMENT

ARTICLE I

GENERAL - RECOGNITION

Unless otherwise specified herein, the general conditions and obligations of the parties hereto set forth in the Master Contract covering market operations shall be applicable and are hereby incorporated by reference. This supplement shall cover Seafood and Service Departments employees. The Employer shall determine methods of merchandising to be used in the Seafood Department and Service Department. The Employer recognizes the Union as the sole bargaining agent for all Seafood and Service Department employees in Seafood and Service Department operations assigned to the Meat Department.

SECTION 1.1 Seafood Department Duties

The Employer may employ regular full-time and/or part-time Seafood Department employees. Their duties shall include all activities assigned to the Seafood Department with the understanding that the Employer may receive into and utilize in such departments, frozen fish items without the requirement that those items be price marked and may receive into and utilize in such departments, fresh fish items without the requirement that those items be cut, prepared, fabricated, etc., priced or packaged on the premises. Seafood Department employees are not required to be craft people, however, they may perform all operations pertaining to fish including the cutting, filleting, packaging, wrapping, pricing, displaying, etc. of either fresh or frozen fish.

SECTION 1.2 Service Department Duties

The Employer may employ regular full-time and/or part-time employees in the Service Departments. Their duties shall include all activities assigned to the Service Departments. Service department employees are not required to be craft people, however, they may perform all operations pertaining to the product in the service department including the cutting, filleting, packaging, wrapping, pricing, displaying etc. of either fresh or frozen product in servicing of individual customer requests. Service department employee's duties will not include production work.

SECTION 1.3 Fish Department Employees

Inasmuch as the Seafood Departments are now the responsibility of the Market Manager (Head Meat Cutter), we will no longer utilize the classification of Seafood Head. However, in those instances where a person is given the responsibility for the ordering, display and general operations of the department, they will be paid at the journeyman meat cutter rate specified in the master Contract. However, any former Seafood Head who was not a journeyman and therefore not reassigned a journeyman's position within the market, shall continue to be paid the journeyman rate. Also, the Seafood handlers who were in service on or before October 5, 1985, shall continue to be paid at the full-time delicatessen rate applicable to delicatessen employees in service on or before October 5, 1985, plus a premium of Four dollars (\$4.00) per week.

Effective January 7, 1998, the Seafood classification will merge into the Wrapper classification. Pier and Wrapper employees as of January 7, 1998 shall be red circled and will not have hours reduced as a result of current Pier employees doing wrapper duties or current Wrappers doing Pier duties. As of January 7, 1998 Pier employees or wrappers may agree with the Employer to work in the other department. As of January 7, 1998, employees will only be hired in as wrappers and may be assigned Pier work as determined by the Employer.

No employee hired after January 7, 1998, will be classified as a Seafood employee.

Furthermore, the Employer may continue to receive into and utilize frozen fish items without the requirement that those items be price marked and continue to receive into and utilize fresh fish without the requirement that the product be cut, prepared, fabricated, etc., priced or packaged on the premises. Fish department employees need not be craft people, however, they may perform all operations relative to fish, including the cutting, filleting, packaging, wrapping, pricing, etc. of either fresh or frozen fish.

SECTION 1.4 CUSTOMER SERVICE

Pier and Market employees can cross over to wait on customers. Pier and Chopping Block employees can relieve each other for breaks and lunches and if an employee in one shop calls in sick and a replacement cannot be found, then an employee of one shop can service both shops. Pier and Wrappers hired on or before 1/7/98, may work in the Chopping Block on a voluntary basis.

ARTICLE II

WORKING HOURS AND OTHER CONDITIONS

SECTION 2.1 Basic Workday and Workweek

The basic workday for full-time employees shall consist of eight (8) hours to be scheduled within eight and one half (8.5) to nine (9) hours (based on ½ to 1 hour unpaid meal period) during the Seafood and Service Departments operations. The basic workweek for full-time employees shall be five (5) basic workdays within a seven (7) day workweek. It is expressly understood that Article V of the Master Contract does not apply.

SECTION 2.2 Meals and Rest Periods

(1) Rest Periods

Each part-time employee shall be given one (1) uninterrupted rest period each three and one-half (3-1/2) hours scheduled, with a maximum of two (2) per workday. Rest periods shall be taken as near as practicable to the middle of each half day. This provision to be administered so as to assure each employee a rest period in the break room provided by the Employer.

(2) Meal Periods

No employee shall be required to work more than five (5) continuous hours without an unpaid lunch or dinner period, which shall be not less than one-half (1/2) hour nor more than one (1) hour, uninterrupted, as scheduled by the Employer who shall schedule the meal period as near as practicable to the middle of the workday.

SECTION 2.3 Christmas Eve

No employee will be required to work past 6:00 p.m. on Christmas Eve.

SECTION 2.4 Overtime and Other Premiums

Time and one-half (1-1/2) the employee's straight-time hourly rate shall be paid for all hours worked:

- (a) After eight (8) hours per day;
- (b) After forty (40) hours per week if covered by Federal legislation;
- (c) On Sundays for employees hired before August 27, 2004; and
- (d) Employees hired on or after August 27, 2004 shall not receive time and one-half overtime for work on Sunday. Effective March 4, 2007 employees hired on or after August 27, 2004 shall receive the following premium for all hours worked on Sundays:

13-24 months of employment	\$1.00 per Sunday hour
25-36 months of employment	\$1.50 per Sunday hour
37 or more months of employment	\$2.00 per Sunday hour
- (e) On recognized holidays under the Master Contract if hired before August 23, 2012. \$1.00 per hour worked holiday premium if hired on or after August 23, 2012.
- (f) After thirty-two (32) hours in a holiday workweek for recognized national holidays under the Master Contract.
- (g) Holiday pay shall be in addition to paid holiday entitlement.

SECTION 2.5 Seafood and Service Departments Operating Hours

The Employer shall determine the hours and days the Seafood and Service Departments shall operate.

SECTION 2.6 Part-time Scheduled Hours

Part-time employees shall not be scheduled for less than four (4) hours work per day unless otherwise mutually agreed upon between the Union and the Employer. Part-time employees shall be scheduled a minimum of sixteen (16) hours per week in the store in which they work. However, this shall not apply to an employee called in for replacement of another employee, or to an employee whose available hours are beyond the Employer's control or to an employee called in to work with fewer than sixteen (16) available hours remaining in the week, unless otherwise agreed upon between the Union and the Employer.

It is further agreed that in the event replacement hours are available such hours shall be offered to part-time employees at work on that day, in order of seniority, provided such work does not result in overtime and provided such employee agrees to work all such offered hours.

Part-time employees hired on or after August 27, 2004 shall be scheduled the following minimum hours:

- 1) 0-30 months of employment: 12 hours per week.
- 2) Over 30 months of employment: 24 hours per week provided the employee has open availability 7 days a week without restrictions. If the employee does not have open availability the employee will be scheduled a minimum of 12 hours per week.

Part-time employees hired before August 27, 2004 shall be scheduled the following minimum hours:

- 1) 16 hours per week.
- 2) Also, part-time employees hired before 8/27/2004 shall be scheduled 24 hours per week provided the employee is available to work six days per week. An employee whose daily availability starts in the morning each day shall be minimally available up to 7 P.M. each day for the 24 hour per week part-time guarantee to apply. An employee whose daily availability starts in the

afternoon each day shall be minimally available up to 1 hour after the department closes to the public each day for the 24 hour per week part-time guarantee to apply. If the part-time employee does not have open availability as stated herein this paragraph, the employee will be scheduled a minimum of 16 hours per week.

To be scheduled a minimum 24 hours per week, an employee must complete and sign the Employer's 24 hour availability form. An employee who withdraws his or her 24 hour availability form may not submit a new form within 12 months of reducing his or her availability.

Work schedules shall be posted by Wednesday, 12 P.M. for part-time employee review before Friday, 12 P.M. Alleged part-time scheduling violation of the minimum weekly hour guarantee(s) shall be filed by Friday 12 P.M. or be forever waived. Management shall make corrections by Friday 3 P.M. and post the final schedule for the following workweek.

Any part-time Seafood employee who works twelve (12) consecutive weeks at forty (40) hours per week shall be made a full-time employee, provided the employee desires a full-time position and no hours during the twelve (12) consecutive weeks are related to coverage for any leave of absence or disability of another employee(s).

SECTION 2.7 Union Dues Checkoff

The Employer agrees to deduct the uniform dues and initiation fees from the paycheck of those covered part-time employees whose individual written unrevoked authorizations are on file with the Employer, and to transmit the amounts so deducted to the Union. Said deduction authorization shall be in such form as to conform with Section 302(c) of the Labor Management Relations Act of 1947.

SECTION 2.8 Active Ballot Club Checkoff

The Employer agrees to deduct contributions in an amount designated by the employee from the paychecks of those employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union. Said deduction authorizations shall be in such form as to conform with all governing Federal and State law applicable to Political Action Committees.

SECTION 2.9 Previous Comparable Experience

The Employer will recognize previous comparable seafood and service experience for full-time and part-time employees in the retail food industry.

All employees will receive up to twenty-four (24) months credit for wage purposes, for prior service as an employee in a store which the department employees were represented by a UFCW local. All prior service must be shown on the application and must have occurred not more than two (2) years prior to the date of application. This section applies for the purpose of determining such employee's wage rate.

ARTICLE III

VACATIONS, HOLIDAYS, COMPENSABLE ABSENCES

SECTION 3.1 Full-time Employees Vacations

Full-time Seafood and Service Departments employees shall be entitled to vacations, holidays and other compensable absences as per the Master Contract.

SECTION 3.2 Part-time Employees Vacations

Part-time employees shall be entitled to a pro rata vacation upon completion of each anniversary year of employment in the amount of 1/52nd of their anniversary year's earnings for each week of vacation entitlement.

SECTION 3.3 Holidays

(A) Qualifications

To qualify for holiday pay, all employees must work both the regularly scheduled workdays before and after the holiday, except that this requirement shall be deemed to be met if the employee's failure to work said workdays is due to his/her personal illness, injury or other excused cause provided that he/she works at least one day in the workweek in which the holiday falls.

(B) Holiday Pay

Part-time employees who qualify shall receive holiday pay equal to the product of five percent (5%) of the number of straight time hours worked during the four week accounting period preceding the period in which the holiday falls (including paid used vacation hours) times his/her straight time hourly rate in effect in the week in which the holiday falls, it being understood that in no event will such employee receive less than four (4) straight time hours a day.

(C) Holidays Recognized

All nationally recognized holidays in the Master Agreement, in addition to the employee's birthday and sick days.

SECTION 3.4 Funeral Leave - Part-time

Part-time employees will be eligible for three (3) days off necessary absence to attend the funeral of a member of the immediate family, as defined in the Master Agreement, provided they are scheduled for work on those days.

ARTICLE IV

SENIORITY SEAFOOD DEPARTMENT

A) SEAFOOD DEPARTMENT

The seniority provisions of the Master Contract shall apply within the following job classifications:

- (a) Full-time Seafood employees; and
- (b) Part-time Seafood employees.

Layoffs within the Seafood Department will be on a seniority basis. There will be no transfer rights into or out of the Seafood Department except at the sole discretion of the Employer and employees in other departments covered by the Master Contract will have no right to displace employees employed in the Seafood Department.

The utilization of a Seafood Head will be optional with the Employer. The Employer may transfer existing journeymen into the fresh meat operation at the Employer's discretion. Journeymen presently in seafood operations, who continue to work in the Seafood Department, shall be paid at the journeyman's rate of pay.

B) SERVICE DEPARTMENT

The seniority provisions of the Master Contract shall apply within the following job classifications:

- (a) Full-time Service Department employees; and
- (b) Part-time Service Department employees.

Layoffs within the Service Department will be on a seniority basis. There will be no transfer rights into or out of the Service Department except at the sole discretion of the Employer and employees in other departments covered by the Master Contract will have no right to displace employees employed in the Service Department.

**ARTICLE V
WAGES**

FULL-TIME AND PART-TIME SEAFOOD AND SERVICE DEPARTMENT EMPLOYEES HIRED BEFORE 11/22/88 WILL BE PAID AS FOLLOWS:

	Effective 2/16/14	Effective 1/30/15	Effective 8/30/15	Effective 8/28/16	Effective 8/27/17
*48-60 months	\$14.90	\$14.90**	\$15.10	\$15.10**	\$15.30
60-72 months	\$15.10	\$15.10	\$15.20	\$15.20	\$15.40
Over 72 months	\$15.90	\$15.90**	\$16.15	\$16.15**	\$16.35

*Part-time employees will not progress beyond this rate.

FULL-TIME AND PART-TIME SEAFOOD AND SERVICE DEPARTMENT EMPLOYEES HIRED ON OR AFTER 11/22/88 THROUGH 12/10/91 WILL BE PAID AS FOLLOWS:

	Effective 2/16/14	Effective 1/30/15	Effective 8/30/15	Effective 8/28/16	Effective 8/27/17
*48-60 months	\$14.40	\$14.40**	\$14.60	\$14.60**	\$14.80
60-72 months	\$14.60	\$14.60	\$14.70	\$14.70	\$14.90
Over 72 months	\$15.40	\$15.40**	\$15.65	\$15.65**	\$15.85

*Part-time employees will not progress beyond this rate.

FULL-TIME AND PART-TIME SEAFOOD AND SERVICE EMPLOYEES HIRED ON OR AFTER 12/11/91 THROUGH 8/26/04 WILL BE PAID AS FOLLOWS:

	Effective 2/16/14	Effective 1/30/15	Effective 8/30/15	Effective 8/28/16	Effective 8/27/17
*48-60 months	\$12.20	\$12.20**	\$12.40	\$12.40**	\$12.60
60-72 months	\$12.65	\$12.65	\$12.65	\$12.65	\$12.65
Over 72 months	\$13.50	\$13.50**	\$13.75	\$13.75**	\$13.95

*Part-time employees will not progress beyond this rate.

FULL-TIME AND PART-TIME WRAPPERS/FISH DEPARTMENT EMPLOYEES AND SERVICE DEPARTMENT EMPLOYEES HIRED ON OR AFTER 8/27/04 WILL BE PAID AS FOLLOWS:

	Effective 2/16/14	Effective 1/30/15	Effective 8/30/15	Effective 8/28/16	Effective 8/27/17
0-6 months	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50
7-12 months	\$8.80	\$8.80	\$8.80	\$8.80	\$8.80
13-24 months	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00

25-36 months	\$9.20	\$9.20	\$9.20	\$9.20	\$9.20
37-48 months	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50
49-60 months	\$9.80	\$9.80	\$9.80	\$9.80	\$9.80
61-72 months	\$10.40	\$10.40	\$10.40	\$10.40	\$10.60
*73-84 months	\$11.95	\$11.95**	\$12.15	\$12.15**	\$12.35
84-96 months	\$11.95	\$11.95	\$12.25	\$12.25	\$12.45
Over 97 months	\$13.25	\$13.25**	\$13.50	\$13.50**	\$13.70

*Part-time employees will not progress beyond this rate.

Wage Settlement

Lump sum bonuses for eligible associates at or above the top of the above pay-scale as described below shall be paid as follows:

Full time clerks:	\$350.00
Part time clerks:	\$200.00

The Employer shall pay the Lump Sum Payments, as administratively practicable, no later than 30 days after January 31, 2015, and no later than 30 days after August 28, 2016.

Lump Sum Payments shall only apply to top of scale and over top of scale associates, who are at or above top of scale on the payroll weeks following January 31, 2015 and August 28, 2016, and who are actively employed at the time of payment.

Wage Rate Increases

Pay Increase effective Sunday, August 30, 2015

For an employee at the top rate of the applicable wage scale and over top of scale for his or her job classification on Saturday, August 29, 2015, the following wage increases shall apply for a top of scale or over top of scale employee whose last increase was six (6) months or longer preceding Saturday, August 29, 2015:

Full time clerks:	\$0.25/hr
Part time clerks:	\$0.20/hr

Pay Increase effective Sunday, August 27, 2017

For an employee at the top rate of the applicable wage scale and over top of scale for his or her job classification on Saturday, August 26, 2017, the following wage increases shall apply for a top of scale or over top of scale employee whose last increase was six (6) months or longer preceding Saturday, August 26, 2017:

Full time clerks:	\$0.20/hr
Part-time clerks:	\$0.20/hr

Hourly rates may be rounded off to the nearest quarter cent, half-cent or whole cent, depending on the Employer's payroll practice. All employees receiving above the minimum shall not be increased in hours nor decreased in wages or working conditions.

ARTICLE VI ABSENCES DUE TO INJURIES

Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during the course of his/her employment shall be entitled to a full day's pay for each day lost

because of such injuries, but not in excess of four (4) days pay, including pay for the day of the injury, in the first seven (7) calendar days following the accident; provided, however, that the employee shall report upon receipt of the injury to the Employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the Employer shall receive credit for any payment made under this provision should compensation be awarded by the Industrial Commission of Illinois.

Executed at _____ this 10th day of March, 2015.

LOCAL 1546 UNITED FOOD
AND COMMERCIAL WORKERS INTERNATIONAL
UNION

By

Bennett R. Bayl

Date

4-6-15

By

Bennett A. Uygur

Date

4-6-15

By:

Date:

JEWEL FOOD STORES INC.

By

Tom Walter

Date:

3/10/2015

By

Jim Cory

Date:

3/10/15

February 3, 2015

Mr. Ken Boyd, President
United Food & Commercial Workers
International Union Local 1546
1649 West Adams
Chicago IL 60612

RE: LETTER OF UNDERSTANDING

Dear Mr. Boyd:

Set forth below are the cities and villages within the geographical jurisdiction of former Local 1540 covered by the Collective Bargaining Agreement.

Addison	DeKalb	Lisle	Sandwich
Algonquin	Downers Grove	Lombard	Schaumburg
Arlington Heights	Elburn	Loves Park	S. Chicago Heights
Aurora	Elgin	McHenry	Schaumburg
Barrington	Elk Grove Village	Morris	Streamwood
Bartlett	Elmhurst	Mt. Prospect	Villa Park
Bensenville	Freeport	Naperville	West Dundee
Batavia	Geneva	North Aurora	West Chicago
Bloomington	Glendale Heights	Oak Brook	Westchester
Bourbonnais	Glen Ellyn	Olympia Fields	Western Springs
Broadview	Hanover Park	Oswego	Westmont
Carpentersville	Hinsdale	Palatine	Wheaton
Cary	Hoffman Estates	Park Forest	Winnebago Country
Chicago Heights	Huntley	Plano	Wooddale
Clarendon Hill	Kankakee	Rockford	Woodridge
Countryside	LaGrange	Rolling Meadows	Woodstock
Crystal Lake	LaGrange Highlands	Roselle	Yorkville
Darien	LaGrange Park	St. Charles	

Sincerely,



Tom Walter
VP Labor Relations and Employment Law

TW:dmc

ACCEPTED THIS 6th DAY OF April, 2015

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION
LOCAL 1546

By Ken Boyd
Ken Boyd

February 3, 2015

Mr. Ken Boyd
President
United Food and Commercial Workers
International Union Local 1546
1649 West Adams
Chicago IL 60612

RE: LETTER OF UNDERSTANDING - CULINARY DEPARTMENT

Dear Mr. Boyd:

Per our discussions and meetings, Jewel will be putting a Culinary Department in some Jewel Food Stores. This department will be run by a chef, and the chef's position will be excluded from the bargaining unit. The rest of the department will be staffed by Chef's Kitchen employees, and covered by the Collective Bargaining Agreement between Jewel and UFCW 1546.

Very truly yours,



Tom Walter
VP Labor Relations and Employment Law

TW/dmc

Accepted this 6th day of April 2015.

UFCW, Local 1546

By: Ken Boyd

Ken Boyd, President

February 3, 2015

Mr. Ken Boyd
President
United Food & Commercial Workers
International Union Local 1546
1649 West Adams
Chicago IL 60612

RE: LETTER OF UNDERSTANDING - REDUCTION IN HOURS

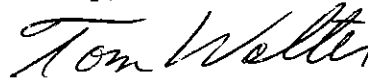
Dear Mr. Boyd:

This letter will confirm our understanding pertaining to full-time employees requesting a reduction in hours wherein we agreed upon the following:

1. The request must be by mutual agreement between the Employer and Employee. The request must be in writing and signed by the employee and the Employer and thereafter approved by the Union.
2. Either party can request that the employee return to full-time status upon thirty (30) days prior to written notice.
3. The employee will continue to be eligible for the United Food & Commercial Workers International Union-Industry Pension Fund as well as the American Stores Health Care Plan.
4. The employee's seniority will not be affected.

If we have correctly set forth our understanding, please so indicate by executing and returning the four (4) enclosed copies of this letter. Upon receipt of same, we shall return two (2) fully executed copies for your files.

Sincerely,



Tom Walter
VP Labor Relations and Employment Law

TW:dc

ACCEPTED AND AGREED this 6th day of April 2015.

U.F.C.W. INTERNATIONAL UNION 1546

By Ken Boyd
Ken Boyd, President

February 3, 2015

Mr. Ken Boyd
President
United Food and Commercial Workers
International Union Local 1546
1649 West Adams
Chicago IL 60612

RE: LETTER OF UNDERSTANDING - FORMER JEWEL JOURNEYMEN
FOR SUNDAY AND/OR HOLIDAY WORK

Dear Mr. Boyd:

This letter will confirm our understanding pertaining to "Former Jewel Journeymen for Sunday Work and/or Holiday", wherein we agreed upon the following:

The Company is allowed to develop a pool comprised of former Jewel Journeymen in the event that there are an insufficient number of volunteers for Sunday and/or Holiday work.

These individuals will be paid at the rate for Journeymen hired after 1/7/98. Sundays and Holidays will be paid at time and one-half (1-1/2), however, they will not be subject to any daily or weekly minimums, nor will they receive any benefits.

This pool will only be used in the event that there are not enough volunteers for coverage pursuant to section 5.3 of the labor agreement.

Sincerely

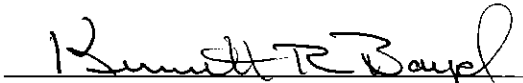


Tom Walter
VP Labor Relations and Employment Law

TW:dmc

ACCEPTED AND AGREED THIS 6th DAY OF April 2015.
U.F.C.W. INTERNATIONAL UNION LOCAL 1546

By


Ken Boyd, President

February 3, 2015

Mr. Ken Boyd, President
UFCW, Local 1546
1649 W. Adams
Chicago, IL 60612

Re: Meat Manager and Deli Manager Store Bonus Program

Dear Ken:

Jewel has implemented a bonus pay program, based on store results, for Meat and Deli Managers. Since this bonus program is "extra-contractual", we agreed that the Company reserves the right to administer, modify and/or terminate this bonus pay program, at any time, without a duty to bargain. Local 1546's cooperation regarding this subject is appreciated.

Please acknowledge Local 1546's continued agreement as reflected above by signing the acknowledgement below and returning to my attention.

Sincerely,



Tom Walter
VP Labor Relations and Employment Law

By: 
Local 1546

Date: 4-6-15